



**US Army Corps  
of Engineers®**

Seattle District

---

# **Laboratory Analytical Services and Related Efforts in Support of the U.S. Army Corps of Engineers (USACE), Seattle District**

## **Service Solicitation**

**This is a 100% Small Business Set-Aside**

**May 2004**

This page intentionally blank

THIS PROCUREMENT IS:

## **100% set-aside for Small Business**

**BIDDING DOCUMENTS:** Register for this solicitation at the U.S. Army Corps of Engineers, Seattle District Internet site: <http://www.nws.usace.army.mil/ct/>

**PLANHOLDER'S LISTS:** Lists may also be obtained from the same internet site.

**FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUAL(S)** Monday through Friday between the hours of 8:00AM and 3:30PM.

**ADMINISTRATIVE MATTERS:**

Susan Newby Phone: (206) 764-6780 FAX: (206) 764-6817  
Email: [susan.f.newby@usace.army.mil](mailto:susan.f.newby@usace.army.mil)

Enter your question and click send. You will receive an acknowledgement of your question via email, followed by an answer to your question after it has been processed by our technical team.

**TECHNICAL MATTERS:** Catherine Martin  
Phone: (206) 764-3264 FAX: (206) 764-3706  
Email: [Catherine.m.martin@usace.army.mil](mailto:Catherine.m.martin@usace.army.mil)

(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755  
(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

This page intentionally blank

## **!!! CAUTION TO OFFERORS !!!**

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by bidders for completing bids.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers is from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS PROPOSAL, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR PROPOSAL TO BE REJECTED.

3. **AMENDMENTS:** Have you acknowledged receipt of **ALL** amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

4. **AMENDED PROPOSAL PAGES:** If any of the amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.

5. **MISTAKE IN BID:** Have you reviewed your price proposal for possible errors in calculation or work left out?

6. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Bidders who wish to modify their bid by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the bid opening room prior to the time specified for bid opening. Any doubt as to time should be resolved in favor of **EXTRA TIME**. Transmission by Fax to this office is **NOT ACCEPTABLE**.

7. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 12, SF33, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

8. **CENTRAL CONTRACTOR REGISTRATION:** Per DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION, in Section I, FAR Clause 52.204-7, registration is required prior to award of any contract from a Solicitation issued after May 31, 1998. No Contract Award will be made to an unregistered contractor. Internet access allows contractors to register by completing an electronic online registration application from CCR homepage at <http://www.ccr.gov/>. For further assistance in completing your online registration, contact the nearest Procurement Technical Assistance Center (PTAC) near you. A list of the nearest PTAC is located at: <http://www.rcacwv.com/ptac.htm>.

9. **HUBZONE CERTIFICATION:** Per FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in Section I. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration Reference: <https://el.sba.gov:90000/prodhubzone/hubzone/approval.st>.

This page intentionally blank

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)</b>		<b>RATING</b>		<b>PAGE OF</b> 1 PAGES	
<b>2. CONTRACT NO.</b>		<b>3. SOLICITATION NO.</b> W912DW-04-R-0025		<b>4. TYPE OF SOLICITATION</b> <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		<b>5. DATE ISSUED</b> 24 May 2004	
						<b>6. REQUISITION/PURCHASE NO.</b> W68MD9-40861703	
<b>7. ISSUED BY</b> USA Engineer District, Seattle ATTN: CENWS-CT PO Box 3755, Seattle, WA 98124-3755				<b>CODE</b> W912DW Tel: 206-764-6853 Fax: 206-764-6817		<b>8. ADDRESS OFFER TO (If other than Item 7)</b> See Item 7 or Handcarry to: Seattle District, USACE 4735 E. Marginal Way South Seattle, WA 98134	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Contracting Division, 2nd Floor, Col C-5 until 2:00 PM local time 24 June 2004  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.  
All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL:</b>		<b>A. NAME</b> Susan Newby		<b>B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)</b> (206)764-6780	
----------------------------------	--	-------------------------------	--	---	--

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST		<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

<b>13. DISCOUNT FOR PROMPT PAYMENT</b> (See Section I, Clause No. 52.232-8)		<b>10 CALENDAR DAYS</b>		<b>20 CALENDAR DAYS</b>		<b>30 CALENDAR DAYS</b>		<b>CALENDAR DAYS</b>	
		%		%		%		%	
<b>14. ACKNOWLEDGMENT OF AMENDMENTS</b> (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		<b>AMENDMENT NO.</b>		<b>DATE</b>		<b>AMENDMENT NO.</b>		<b>DATE</b>	
<b>15A. NAME AND ADDRESS OF OFFEROR</b>		<b>CODE</b>		<b>FACILITY</b>		<b>16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)</b>			
<b>15B. TELEPHONE NO. (Include area code)</b>		<input type="checkbox"/> <b>15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.</b>				<b>17. SIGNATURE</b>		<b>18. OFFER DATE</b>	

### AWARD (To be completed by Government)

<b>19. ACCEPTED AS TO ITEMS NUMBERED</b>		<b>20. AMOUNT</b>		<b>21. ACCOUNTING AND APPROPRIATION</b> SEE SECTION G	
<b>22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 10 U.S.C. 253(c) ( )				<b>23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)</b>	
<b>24. ADMINISTERED BY (If other than Item 7)</b> <b>CODE</b>				<b>25. PAYMENT WILL BE MADE BY</b> <b>CODE</b> US Army Corps of Engineers Finance Center CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5004	
<b>26. NAME OF CONTRACTING OFFICER (Type or print)</b>				<b>27. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	
				<b>28. AWARD DATE</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

This page intentionally blank



## SCHEDULE B

### BASE ITEMS

#### INDEFINITE DELIVERY CONTRACT FOR ANALYTICAL LABORATORY SERVICES FOR ENVIRONMENTAL SAMPLE ANALYSIS

TABLE 3-1: ANALYTICAL METHODS LISTING			
Item Number	Description	Method	Unit Price (\$)
<b>0001</b>			
0001AA	Halogenated/Aromatic Volatile Organics	EPA 8021	
0001AB	PCBs	EPA 8082	
0001AC	Organochlorine Pesticides	EPA 8081	
0001AD	Organophosphorus Pesticides	EPA 8141	
0001AE	Chlorinated Herbicides	EPA 8151	
0001AF	Volatile Organics	EPA 8260	
0001AG	Pentachlorophenol	EPA 8270	
0001AH	Phenols	EPA 8270	
0001AI	Phthalate Esters	EPA 8270	
0001AJ	Semi- Volatile Organics (BNAs)	EPA 8270	
0001AK	Polynuclear Aromatic Hydrocarbons	EPA 8270	
0001AL	Dioxins / Furans	EPA 8290	
0001AM	Polynuclear Aromatic Hydrocarbons	EPA 8310	
0001AN	Explosives	EPA 8330	
0001AO	1,4-Dioxane	EPA 8260 or 8270 (modified)	
0001AP	Perchlorate (LC/MS/MS)	EPA 331.0	
<b>0002</b>	<b>Underground Storage Tank</b>	<b>Method</b>	<b>Unit Price</b>
0002AA	Hydrocarbon Identification Method for Soil and Water	NWTPH-HCID	
0002AB	Volatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Gx	
0002AC	Semivolatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Dx	
0002AD	Method for the Determination of Volatile Petroleum Hydrocarbons (VPH) Fractions	VPH Fractions	
0002AE	Method for the Determination of Extractable Petroleum Hydrocarbons (EPH) Fractions	EPH Fractions	
0002AF	VOCs (benzene, ethyl benzene toluene, total xylenes, n-hexane, MTBE, EDB, EDC)	EPA 8260	
0002AG	Naphthalenes	EPA 8260	

This page intentionally blank

0002AH	Oil and Grease (Gravimetric)	EPA 413.1	
0002AI	Oil and Grease (IR)	EPA 413.2	
0002AJ	Total Recoverable Petroleum Hydrocarbons	EPA 418.1	
0002AK	Total Lead	EPA 6010	
0002AL	Wear Metals (cadmium, chromium, lead, nickel, zinc)	EPA 6010	
0002AM	Carcinogenic PAHs	EPA 8270	
0002AN	PCBs	EPA 8082	
<b>0003</b>	<b>Metals Packages</b>	<b>Method</b>	<b>Unit Price</b>
0003AA	RCRA Metals (8) = As, Ba, Cd, Cr, Pb, Hg, Se, Ag	EPA 6010/7000	
0003AB	EPA Priority Pollutant Metals (13) = Ag, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Sb, Tl, Zn	EPA 6010/7000	
0003AC	Title 22/CAM Metals (17) = Ag, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Sb, Tl, V, Zn	EPA 6010/7000	
<b>0004</b>	<b>Spectrophotometry:</b>	<b>Method</b>	<b>Unit Price</b>
0004AA	Flame Atomic Absorption (FAA)	EPA 7000	
0004AB	Graphite Furnace AA (GFAA)	EPA 7000	
0004AC	Mercury, Cold Vapor AA (Including Prep)	EPA 7470/7471	
0004AD	Chromium, Hexavalent (Including Prep)	EPA 7196	
<b>0005</b>	<b>Spectroscopy (ICP):</b>	<b>Method</b>	<b>Unit Price</b>
	<b>Individual Metals by ICP</b>	EPA 6010	
0005AA	Aluminum (Al)		
0005AB	Silver (Ag)		
0005AC	Arsenic (As)		
0005AD	Boron (B)		
0005AE	Barium (Ba)		
0005AF	Beryllium (Be)		
0005AG	Calcium (Ca)		
0005AH	Cadmium (Cd)		
0005AI	Cobalt (Co)		
0005AJ	Chromium (Cu)		
0005AK	Copper (Cu)		

This page intentionally blank

0005AL	Iron (Fe)		
0005AM	Potassium (K)		
0005AN	Magnesium (Mg)		
0005AO	Manganese (Mn)		
0005AP	Molybdenum (Mo)		
0005AQ	Sodium (Na)		
0005AR	Nickel (Ni)		
0005AS	Lead (Pb)		
0005AT	Antimony (Sb)		
0005AU	Selenium (Se)		
0005AV	Tin (Sn)		
0005AW	Titanium (Ti)		
0005AX	Thallium (Tl)		
0005AY	Vanadium (V)		
0005AZ	Zinc (Zn)		
<b>0006</b>	<b>Sample Preparation - Metals</b>	<b>Method</b>	<b>Unit Price</b>
0006AA	ICP Preparation	EPA 3000	
0006AB	Graphite Furnace Preparation	EPA 3000	
0006AC	Flame Atomic Absorption (FAA)	EPA 3000	
0006AD	Dissolved Metals Filtration	0.45μ	
<b>0007</b>	<b>Leaching Procedure</b>	<b>Method</b>	<b>Unit Price</b>
0007AA	TCLP Extraction (Required for Metals, Pesticides, Herbicides, Semi-Volatile Organics and THE)	EPA 1311	
0007AB	TCLP Zero Headspace Extraction (Required for Volatiles and TVH)	EPA 1311	
0007AC	SPLP Extraction (Synthetic Precipitation Leaching Procedure)	EPA 1312	
0007AD	TCLP Analysis RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010/7000	
0007AE	Organochlorine Pesticides	EPA 8081	
0007AF	Chlorinated Herbicides	EPA 8150	
0007AG	Volatile Organics	EPA 8260	
0007AH	Semi-Volatile Organics	EPA 8270	
<b>0008</b>	<b>Hazardous Waste Characteristics</b>	<b>Method</b>	<b>Unit Price</b>

This page intentionally blank

	IGNITABILITY...		
0008AA	Flashpoint/Flammability	EPA 1010	
	CORROSIVITY...		
0008AB	NACE Corrosivity to Steel	EPA 1110	
0008AC	pH	EPA 9045	
	REACTIVITY...		
0008AD	Reactive Cyanide	SW-846, Ch. 7	
0008AE	Reactive Sulfide	SW-846, Ch. 7	
	RCI...		
0008AF	Reactivity, Corrosivity (as pH) and Ignitability		
<b>0009</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
0009AA	Acidity	EPA 305.1	
0009AB	Alkalinity	EPA 310.1/310.2	
0009AC	Biochemical Oxygen Demand	EPA 405.1	
0009AD	Bromide	EPA 320.1	
0009AE	Carbonate	EPA 310.1/310.2	
0009AF	Chemical Oxygen Demand	EPA 410.1/410.4	
0009AG	Chloride	EPA 325.2/300.0	
0009AH	Chlorine - Residual	EPA 330.5	
0009AI	Conductivity	EPA 120.1	
0009AJ	Corrosivity to Steel	EPA 1110	
0009AK	Cyanide - Total	EPA 335.3	
0009AL	Cyanide - Amenable	EPA 335.3	
0009AM	Flashpoint	EPA 1010/ASTM D93	
0009AN	Fluoride	EPA 340.2	
0009AO	Hardness - Total	EPA 130.2/130.1	
0009AP	Hardness - Ca and Mg	SM2340B	
0009AQ	General Mineral	EPA Methods	
0009AR	Major Anions	EPA 300 Series	
0009AS	Major Cations	EPA 6010/7000	
0009AT	Mercaptans	Colormetric	
0009AU	Moisture	EPA CLP	
0009AV	Nitrogen - Ammonia	EPA 350.1/350.2	
0009AW	Nitrogen - Nitrate	EPA 353.2/300.0	
0009AX	Nitrogen - Nitrite	EPA 354.1/353.2	
0009AY	Nitrogen - Nitrate and Nitrite	EPA 353.2	
0009AZ	Nitrogen - Total Kjeldahl	EPA 351.3/351.4	
0009BA	Paint Filter Liquids Test	EPA 9096	
0009BB	pH	EPA 9040/9045/150.1	
0009BC	Phenolic Compounds	EPA 420.1/420.2	
0009BD	Phosphate - Ortho	EPA 365.2/365.1/300.0	
0009BE	Phosphate - Total	EPA 365.4	

This page intentionally blank



0009BF	Salinity	SM252D	
0009BG	Silicon Dioxide (Silica)	EPA 270.1	
0009BH	Solids - Dissolved	EPA 160.1	
0009BI	Solids - Suspended	EPA 160.2	
0009BJ	Solids - Total	EPA 160.3	
0009BK	Solids - Volatile	EPA 160.4	
0009BL	Solids - Settleable	EPA 160.5	
0009BM	Specify Gravity	ASTM D854/SM2710F	
0009BN	Sulfate	EPA 374.2/300.0	
0009BO	Sulfide	EPA 376.2	
0009BP	Sulfite	EPA 377.1	
<b>0010</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
0010AA	Surfactant Test (MBAS)	EPA 425.1	
0010AB	Temperature	EPA 170.1	
0010AC	TOC	EPA 9060	
0010AD	TOX	EPA 9020	
0010AE	Turbidity	EPA 180.1	
<b>0011</b>	<b>Hourly Services</b>		<b>Unit Price</b>
0011AA	Identification of unknowns, etc.		
<b>Data Deliverables</b>			
Definitive (hard copy), Adobe, SEDD (2A or 2B) – Include in base analysis cost.			
Comprehensive (hard copy), Adobe, SEDD (2A or 2B)			
<b>Cost Multiplier for Miscellaneous Expedited Sample Analysis</b>			
24 hour			
48 hour			
72 hour			
7 day			
14 day			
21 days = Standard turn-around-time		Include in bases analysis cost.	

**Note: Unless otherwise specified in a task order, project-specific MS/MSD are required. The cost of MS/MD shall be included as part of the base analysis cost.**

This page intentionally blank

**SCHEDULE B**  
**FIRST OPTION PERIOD**  
**INDEFINITE DELIVERY CONTRACT FOR ANALYTICAL LABORATORY SERVICES**  
**FOR ENVIRONMENTAL SAMPLE ANALYSIS**

<b>TABLE 3-1: ANALYTICAL METHODS LISTING</b>			
<b>Item Number</b>	<b>Description</b>	<b>Method</b>	<b>Unit Price (\$)</b>
<b>1001</b>			
1001AA	Halogenated/Aromatic Volatile Organics	EPA 8021	
1001AB	PCBs	EPA 8082	
1001AC	Organochlorine Pesticides	EPA 8081	
1001AD	Organophosphorus Pesticides	EPA 8141	
1001AE	Chlorinated Herbicides	EPA 8151	
1001AF	Volatile Organics	EPA 8260	
1001AG	Pentachlorophenol	EPA 8270	
1001AH	Phenols	EPA 8270	
1001AI	Phthalate Esters	EPA 8270	
1001AJ	Semi- Volatile Organics (BNAs)	EPA 8270	
1001AK	Polynuclear Aromatic Hydrocarbons	EPA 8270	
1001AL	Dioxins / Furans	EPA 8290	
1001AM	Polynuclear Aromatic Hydrocarbons	EPA 8310	
1001AN	Explosives	EPA 8330	
1001AO	1,4-Dioxane	EPA 8260 or 8270 (modified)	
1001AP	Perchlorate (LC/MS/MS)	EPA 331.0	
<b>1002</b>	<b>Underground Storage Tank</b>	<b>Method</b>	<b>Unit Price</b>
1002AA	Hydrocarbon Identification Method for Soil and Water	NWTPH-HCID	
1002AB	Volatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Gx	
1002AC	Semivolatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Dx	
1002AD	Method for the Determination of Volatile Petroleum Hydrocarbons (VPH) Fractions	VPH Fractions	
1002AE	Method for the Determination of Extractable Petroleum Hydrocarbons (EPH) Fractions	EPH Fractions	
1002AF	VOCs (benzene, ethyl benzene toluene, total xylenes, n-hexane, MTBE, EDB, EDC)	EPA 8260	
1002AG	Naphthalenes	EPA 8260	

This page intentionally blank

1002AH	Oil and Grease (Gravimetric)	EPA 413.1	
1002AI	Oil and Grease (IR)	EPA 413.2	
1002AJ	Total Recoverable Petroleum Hydrocarbons	EPA 418.1	
1002AK	Total Lead	EPA 6010	
1002AL	Wear Metals (cadmium, chromium, lead, nickel, zinc)	EPA 6010	
1002AM	Carcinogenic PAHs	EPA 8270	
1002AN	PCBs	EPA 8082	
<b>10003</b>	<b>Metals Packages</b>	<b>Method</b>	<b>Unit Price</b>
1003AA	RCRA Metals (8) = As, Ba, Cd, Cr, Pb, Hg, Se, Ag	EPA 6010/7000	
1003AB	EPA Priority Pollutant Metals (13) = Ag, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Sb, Tl, Zn	EPA 6010/7000	
1003AC	Title 22/CAM Metals (17) = Ag, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Sb, Tl, V, Zn	EPA 6010/7000	
<b>1004</b>	<b>Spectrophotometry:</b>	<b>Method</b>	<b>Unit Price</b>
1004AA	Flame Atomic Absorption (FAA)	EPA 7000	
1004AB	Graphite Furnace AA (GFAA)	EPA 7000	
1004AC	Mercury, Cold Vapor AA (Including Prep)	EPA 7470/7471	
1004AD	Chromium, Hexavalent (Including Prep)	EPA 7196	
<b>1005</b>	<b>Spectroscopy (ICP):</b>	<b>Method</b>	<b>Unit Price</b>
	<b>Individual Metals by ICP</b>	EPA 6010	
1005AA	Aluminum (Al)		
1005AB	Silver (Ag)		
1005AC	Arsenic (As)		
1005AD	Boron (B)		
1005AE	Barium (Ba)		
1005AF	Beryllium (Be)		
1005AG	Calcium (Ca)		
1005AH	Cadmium (Cd)		
1005AI	Cobalt (Co)		
1005AJ	Chromium (Cu)		
1005AK	Copper (Cu)		

This page intentionally blank

1005AL	Iron (Fe)		
1005AM	Potassium (K)		
1005AN	Magnesium (Mg)		
1005AO	Manganese (Mn)		
1005AP	Molybdenum (Mo)		
1005AQ	Sodium (Na)		
1005AR	Nickel (Ni)		
1005AS	Lead (Pb)		
1005AT	Antimony (Sb)		
1005AU	Selenium (Se)		
1005AV	Tin (Sn)		
1005AW	Titanium (Ti)		
1005AX	Thallium (Tl)		
1005AY	Vanadium (V)		
1005AZ	Zinc (Zn)		
<b>1006</b>	<b>Sample Preparation - Metals</b>	<b>Method</b>	<b>Unit Price</b>
1006AA	ICP Preparation	EPA 3000	
1006AB	Graphite Furnace Preparation	EPA 3000	
1006AC	Flame Atomic Absorption (FAA)	EPA 3000	
1006AD	Dissolved Metals Filtration	0.45μ	
<b>1007</b>	<b>Leaching Procedure</b>	<b>Method</b>	<b>Unit Price</b>
1007AA	TCLP Extraction (Required for Metals, Pesticides, Herbicides, Semi-Volatile Organics and THE)	EPA 1311	
1007AB	TCLP Zero Headspace Extraction (Required for Volatiles and TVH)	EPA 1311	
1007AC	SPLP Extraction (Synthetic Precipitation Leaching Procedure)	EPA 1312	
1007AD	TCLP Analysis RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010/7000	
1007AE	Organochlorine Pesticides	EPA 8081	
1007AF	Chlorinated Herbicides	EPA 8150	
1007AG	Volatile Organics	EPA 8260	
1007AH	Semi-Volatile Organics	EPA 8270	
<b>1008</b>	<b>Hazardous Waste Characteristics</b>	<b>Method</b>	<b>Unit Price</b>

This page intentionally blank



	IGNITABILITY...		
1008AA	Flashpoint/Flammability	EPA 1010	
	CORROSIVITY...		
1008AB	NACE Corrosivity to Steel	EPA 1110	
1008AC	pH	EPA 9045	
	REACTIVITY...		
1008AD	Reactive Cyanide	SW-846, Ch. 7	
1008AE	Reactive Sulfide	SW-846, Ch. 7	
	RCI...		
1008AF	Reactivity, Corrosivity (as pH) and Ignitability		
<b>1009</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
1009AA	Acidity	EPA 305.1	
1009AB	Alkalinity	EPA 310.1/310.2	
1009AC	Biochemical Oxygen Demand	EPA 405.1	
1009AD	Bromide	EPA 320.1	
1009AE	Carbonate	EPA 310.1/310.2	
1009AF	Chemical Oxygen Demand	EPA 410.1/410.4	
1009AG	Chloride	EPA 325.2/300.0	
1009AH	Chlorine - Residual	EPA 330.5	
1009AI	Conductivity	EPA 120.1	
1009AJ	Corrosivity to Steel	EPA 1110	
1009AK	Cyanide - Total	EPA 335.3	
1009AL	Cyanide - Amenable	EPA 335.3	
1009AM	Flashpoint	EPA 1010/ASTM D93	
1009AN	Fluoride	EPA 340.2	
1009AO	Hardness - Total	EPA 130.2/130.1	
1009AP	Hardness - Ca and Mg	SM2340B	
1009AQ	General Mineral	EPA Methods	
1009AR	Major Anions	EPA 300 Series	
1009AS	Major Cations	EPA 6010/7000	
1009AT	Mercaptans	Colormetric	
1009AU	Moisture	EPA CLP	
1009AV	Nitrogen - Ammonia	EPA 350.1/350.2	
1009AW	Nitrogen - Nitrate	EPA 353.2/300.0	
1009AX	Nitrogen - Nitrite	EPA 354.1/353.2	
1009AY	Nitrogen - Nitrate and Nitrite	EPA 353.2	
1009AZ	Nitrogen - Total Kjeidahl	EPA 351.3/351.4	
1009BA	Paint Filter Liquids Test	EPA 9096	
1009BB	pH	EPA 9040/9045/150.1	
1009BC	Phenolic Compounds	EPA 420.1/420.2	
1009BD	Phosphate - Ortho	EPA 365.2/365.1/300.0	
1009BE	Phosphate - Total	EPA 365.4	

This page intentionally blank

1009BF	Salinity	SM252D	
1009BG	Silicon Dioxide (Silica)	EPA 270.1	
1009BH	Solids - Dissolved	EPA 160.1	
1009BI	Solids - Suspended	EPA 160.2	
1009BJ	Solids - Total	EPA 160.3	
1009BK	Solids - Volatile	EPA 160.4	
1009BL	Solids - Settleable	EPA 160.5	
1009BM	Specify Gravity	ASTM D854/SM2710F	
1009BN	Sulfate	EPA 374.2/300.0	
1009BO	Sulfide	EPA 376.2	
1009BP	Sulfite	EPA 377.1	
<b>1010</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
1010AA	Surfactant Test (MBAS)	EPA 425.1	
1010AB	Temperature	EPA 170.1	
1010AC	TOC	EPA 9060	
1010AD	TOX	EPA 9020	
1010AE	Turbidity	EPA 180.1	
<b>1011</b>	<b>Hourly Services</b>		<b>Unit Price</b>
1011AA	Identification of unknowns, etc.		
<b>Data Deliverables</b>			
Definitive (hard copy), Adobe, SEDD (2A or 2B) – Include in base analysis cost.			
Comprehensive (hard copy), Adobe, SEDD (2A or 2B)			
<b>Cost Multiplier for Miscellaneous Expedited Sample Analysis</b>			
24 hour			
48 hour			
72 hour			
7 day			
14 day			
21 days = Standard turn-around-time		Include in bases analysis cost.	

**Note: Unless otherwise specified in a task order, project-specific MS/MSD are required. The cost of MS/MD shall be included as part of the base analysis cost.**

This page intentionally blank

**SCHEDULE B**  
**SECOND OPTION PERIOD**  
**INDEFINITE DELIVERY CONTRACT FOR ANALYTICAL LABORATORY SERVICES**  
**FOR ENVIRONMENTAL SAMPLE ANALYSIS**

<b>TABLE 3-1: ANALYTICAL METHODS LISTING</b>			
<b>Item Number</b>	<b>Description</b>	<b>Method</b>	<b>Unit Price (\$)</b>
<b>2001</b>			
2001AA	Halogenated/Aromatic Volatile Organics	EPA 8021	
2001AB	PCBs	EPA 8082	
2001AC	Organochlorine Pesticides	EPA 8081	
2001AD	Organophosphorus Pesticides	EPA 8141	
2001AE	Chlorinated Herbicides	EPA 8151	
2001AF	Volatile Organics	EPA 8260	
2001AG	Pentachlorophenol	EPA 8270	
2001AH	Phenols	EPA 8270	
2001AI	Phthalate Esters	EPA 8270	
2001AJ	Semi- Volatile Organics (BNAs)	EPA 8270	
2001AK	Polynuclear Aromatic Hydrocarbons	EPA 8270	
2001AL	Dioxins / Furans	EPA 8290	
2001AM	Polynuclear Aromatic Hydrocarbons	EPA 8310	
2001AN	Explosives	EPA 8330	
2001AO	1,4-Dioxane	EPA 8260 or 8270 (modified)	
2001AP	Perchlorate (LC/MS/MS)	EPA 331.0	
<b>2002</b>	<b>Underground Storage Tank</b>	<b>Method</b>	<b>Unit Price</b>
2002AA	Hydrocarbon Identification Method for Soil and Water	NWTPH-HCID	
2002AB	Volatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Gx	
2002AC	Semivolatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Dx	
2002AD	Method for the Determination of Volatile Petroleum Hydrocarbons (VPH) Fractions	VPH Fractions	
2002AE	Method for the Determination of Extractable Petroleum Hydrocarbons (EPH) Fractions	EPH Fractions	
2002AF	VOCs (benzene, ethyl benzene toluene, total xylenes, n-hexane, MTBE, EDB, EDC)	EPA 8260	
2002AG	Naphthalenes	EPA 8260	

This page intentionally blank

2002AH	Oil and Grease (Gravimetric)	EPA 413.1	
2002AI	Oil and Grease (IR)	EPA 413.2	
2002AJ	Total Recoverable Petroleum Hydrocarbons	EPA 418.1	
2002AK	Total Lead	EPA 6010	
2002AL	Wear Metals (cadmium, chromium, lead, nickel, zinc)	EPA 6010	
2002AM	Carcinogenic PAHs	EPA 8270	
2002AN	PCBs	EPA 8082	
<b>2003</b>	<b>Metals Packages</b>	<b>Method</b>	<b>Unit Price</b>
2003AA	RCRA Metals (8) = As, Ba, Cd, Cr, Pb, Hg, Se, Ag	EPA 6010/7000	
2003AB	EPA Priority Pollutant Metals (13) = Ag, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Sb, Tl, Zn	EPA 6010/7000	
2003AC	Title 22/CAM Metals (17) = Ag, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Sb, Tl, V, Zn	EPA 6010/7000	
<b>2004</b>	<b>Spectrophotometry:</b>	<b>Method</b>	<b>Unit Price</b>
2004AA	Flame Atomic Absorption (FAA)	EPA 7000	
2004AB	Graphite Furnace AA (GFAA)	EPA 7000	
2004AC	Mercury, Cold Vapor AA (Including Prep)	EPA 7470/7471	
2004AD	Chromium, Hexavalent (Including Prep)	EPA 7196	
<b>2005</b>	<b>Spectroscopy (ICP):</b>	<b>Method</b>	<b>Unit Price</b>
	<b>Individual Metals by ICP</b>	EPA 6010	
2005AA	Aluminum (Al)		
2005AB	Silver (Ag)		
2005AC	Arsenic (As)		
2005AD	Boron (B)		
2005AE	Barium (Ba)		
2005AF	Beryllium (Be)		
2005AG	Calcium (Ca)		
2005AH	Cadmium (Cd)		
2005AI	Cobalt (Co)		
2005AJ	Chromium (Cu)		
2005AK	Copper (Cu)		

This page intentionally blank



2005AL	Iron (Fe)		
2005AM	Potassium (K)		
2005AN	Magnesium (Mg)		
2005AO	Manganese (Mn)		
2005AP	Molybdenum (Mo)		
2005AQ	Sodium (Na)		
2005AR	Nickel (Ni)		
2005AS	Lead (Pb)		
2005AT	Antimony (Sb)		
2005AU	Selenium (Se)		
2005AV	Tin (Sn)		
2005AW	Titanium (Ti)		
2005AX	Thallium (Tl)		
2005AY	Vanadium (V)		
2005AZ	Zinc (Zn)		
<b>2006</b>	<b>Sample Preparation - Metals</b>	<b>Method</b>	<b>Unit Price</b>
2006AA	ICP Preparation	EPA 3000	
2006AB	Graphite Furnace Preparation	EPA 3000	
2006AC	Flame Atomic Absorption (FAA)	EPA 3000	
2006AD	Dissolved Metals Filtration	0.45μ	
<b>2007</b>	<b>Leaching Procedure</b>	<b>Method</b>	<b>Unit Price</b>
2007AA	TCLP Extraction (Required for Metals, Pesticides, Herbicides, Semi-Volatile Organics and THE)	EPA 1311	
2007AB	TCLP Zero Headspace Extraction (Required for Volatiles and TVH)	EPA 1311	
2007AC	SPLP Extraction (Synthetic Precipitation Leaching Procedure)	EPA 1312	
2007AD	TCLP Analysis RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010/7000	
2007AE	Organochlorine Pesticides	EPA 8081	
2007AF	Chlorinated Herbicides	EPA 8150	
2007AG	Volatile Organics	EPA 8260	
2007AH	Semi-Volatile Organics	EPA 8270	
<b>2008</b>	<b>Hazardous Waste Characteristics</b>	<b>Method</b>	<b>Unit Price</b>

This page intentionally blank

	IGNITABILITY...		
2008AA	Flashpoint/Flammability	EPA 1010	
	CORROSIVITY...		
2008AB	NACE Corrosivity to Steel	EPA 1110	
2008AC	pH	EPA 9045	
	REACTIVITY...		
2008AD	Reactive Cyanide	SW-846, Ch. 7	
2008AE	Reactive Sulfide	SW-846, Ch. 7	
	RCI...		
2008AF	Reactivity, Corrosivity (as pH) and Ignitability		
<b>2009</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
2009AA	Acidity	EPA 305.1	
2009AB	Alkalinity	EPA 310.1/310.2	
2009AC	Biochemical Oxygen Demand	EPA 405.1	
2009AD	Bromide	EPA 320.1	
2009AE	Carbonate	EPA 310.1/310.2	
2009AF	Chemical Oxygen Demand	EPA 410.1/410.4	
2009AG	Chloride	EPA 325.2/300.0	
2009AH	Chlorine - Residual	EPA 330.5	
2009AI	Conductivity	EPA 120.1	
2009AJ	Corrosivity to Steel	EPA 1110	
2009AK	Cyanide - Total	EPA 335.3	
2009AL	Cyanide - Amenable	EPA 335.3	
2009AM	Flashpoint	EPA 1010/ASTM D93	
2009AN	Fluoride	EPA 340.2	
2009AO	Hardness - Total	EPA 130.2/130.1	
2009AP	Hardness - Ca and Mg	SM2340B	
2009AQ	General Mineral	EPA Methods	
2009AR	Major Anions	EPA 300 Series	
2009AS	Major Cations	EPA 6010/7000	
2009AT	Mercaptans	Colormetric	
2009AU	Moisture	EPA CLP	
2009AV	Nitrogen - Ammonia	EPA 350.1/350.2	
2009AW	Nitrogen - Nitrate	EPA 353.2/300.0	
2009AX	Nitrogen - Nitrite	EPA 354.1/353.2	
2009AY	Nitrogen - Nitrate and Nitrite	EPA 353.2	
2009AZ	Nitrogen - Total Kjeldahl	EPA 351.3/351.4	
2009BA	Paint Filter Liquids Test	EPA 9096	
2009BB	pH	EPA 9040/9045/150.1	
2009BC	Phenolic Compounds	EPA 420.1/420.2	
2009BD	Phosphate - Ortho	EPA 365.2/365.1/300.0	
2009BE	Phosphate - Total	EPA 365.4	

This page intentionally blank

2009BF	Salinity	SM252D	
2009BG	Silicon Dioxide (Silica)	EPA 270.1	
2009BH	Solids - Dissolved	EPA 160.1	
2009BI	Solids - Suspended	EPA 160.2	
2009BJ	Solids - Total	EPA 160.3	
2009BK	Solids - Volatile	EPA 160.4	
2009BL	Solids - Settleable	EPA 160.5	
2009BM	Specify Gravity	ASTM D854/SM2710F	
2009BN	Sulfate	EPA 374.2/300.0	
2009BO	Sulfide	EPA 376.2	
2009BP	Sulfite	EPA 377.1	
<b>2010</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
2010AA	Surfactant Test (MBAS)	EPA 425.1	
2010AB	Temperature	EPA 170.1	
2010AC	TOC	EPA 9060	
2010AD	TOX	EPA 9020	
2010AE	Turbidity	EPA 180.1	
<b>2011</b>	<b>Hourly Services</b>		<b>Unit Price</b>
2011AA	Identification of unknowns, etc.		
<b>Data Deliverables</b>			
Definitive (hard copy), Adobe, SEDD (2A or 2B) – Include in base analysis cost.			
Comprehensive (hard copy), Adobe, SEDD (2A or 2B)			
<b>Cost Multiplier for Miscellaneous Expedited Sample Analysis</b>			
24 hour			
48 hour			
72 hour			
7 day			
14 day			
21 days = Standard turn-around-time		Include in bases analysis cost.	

**Note: Unless otherwise specified in a task order, project-specific MS/MSD are required. The cost of MS/MD shall be included as part of the base analysis cost.**

This page intentionally blank

**SCHEDULE B**  
**THIRD OPTION PERIOD**  
**INDEFINITE DELIVERY CONTRACT FOR ANALYTICAL LABORATORY SERVICES**  
**FOR ENVIRONMENTAL SAMPLE ANALYSIS**

<b>TABLE 3-1: ANALYTICAL METHODS LISTING</b>			
<b>Item Number</b>	<b>Description</b>	<b>Method</b>	<b>Unit Price (\$)</b>
<b>3001</b>			
3001AA	Halogenated/Aromatic Volatile Organics	EPA 8021	
3001AB	PCBs	EPA 8082	
3001AC	Organochlorine Pesticides	EPA 8081	
3001AD	Organophosphorus Pesticides	EPA 8141	
3001AE	Chlorinated Herbicides	EPA 8151	
3001AF	Volatile Organics	EPA 8260	
3001AG	Pentachlorophenol	EPA 8270	
3001AH	Phenols	EPA 8270	
3001AI	Phthalate Esters	EPA 8270	
3001AJ	Semi- Volatile Organics (BNAs)	EPA 8270	
3001AK	Polynuclear Aromatic Hydrocarbons	EPA 8270	
3001AL	Dioxins / Furans	EPA 8290	
3001AM	Polynuclear Aromatic Hydrocarbons	EPA 8310	
3001AN	Explosives	EPA 8330	
3001AO	1,4-Dioxane	EPA 8260 or 8270 (modified)	
3001AP	Perchlorate (LC/MS/MS)	EPA 331.0	
<b>3002</b>	<b>Underground Storage Tank</b>	<b>Method</b>	<b>Unit Price</b>
3002AA	Hydrocarbon Identification Method for Soil and Water	NWTPH-HCID	
3002AB	Volatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Gx	
3002AC	Semivolatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Dx	
3002AD	Method for the Determination of Volatile Petroleum Hydrocarbons (VPH) Fractions	VPH Fractions	
3002AE	Method for the Determination of Extractable Petroleum Hydrocarbons (EPH) Fractions	EPH Fractions	
3002AF	VOCs (benzene, ethyl benzene toluene, total xylenes, n-hexane, MTBE, EDB, EDC)	EPA 8260	
3002AG	Naphthalenes	EPA 8260	

This page intentionally blank



3002AH	Oil and Grease (Gravimetric)	EPA 413.1	
3002AI	Oil and Grease (IR)	EPA 413.2	
3002AJ	Total Recoverable Petroleum Hydrocarbons	EPA 418.1	
3002AK	Total Lead	EPA 6010	
3002AL	Wear Metals (cadmium, chromium, lead, nickel, zinc)	EPA 6010	
3002AM	Carcinogenic PAHs	EPA 8270	
3002AN	PCBs	EPA 8082	
<b>3003</b>	<b>Metals Packages</b>	<b>Method</b>	<b>Unit Price</b>
3003AA	RCRA Metals (8) = As, Ba, Cd, Cr, Pb, Hg, Se, Ag	EPA 6010/7000	
3003AB	EPA Priority Pollutant Metals (13) = Ag, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Sb, Tl, Zn	EPA 6010/7000	
3003AC	Title 22/CAM Metals (17) = Ag, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Sb, Tl, V, Zn	EPA 6010/7000	
<b>3004</b>	<b>Spectrophotometry:</b>	<b>Method</b>	<b>Unit Price</b>
3004AA	Flame Atomic Absorption (FAA)	EPA 7000	
3004AB	Graphite Furnace AA (GFAA)	EPA 7000	
3004AC	Mercury, Cold Vapor AA (Including Prep)	EPA 7470/7471	
3004AD	Chromium, Hexavalent (Including Prep)	EPA 7196	
<b>3005</b>	<b>Spectroscopy (ICP):</b>	<b>Method</b>	<b>Unit Price</b>
	<b>Individual Metals by ICP</b>	EPA 6010	
3005AA	Aluminum (Al)		
3005AB	Silver (Ag)		
3005AC	Arsenic (As)		
3005AD	Boron (B)		
3005AE	Barium (Ba)		
3005AF	Beryllium (Be)		
3005AG	Calcium (Ca)		
3005AH	Cadmium (Cd)		
3005AI	Cobalt (Co)		
3005AJ	Chromium (Cu)		
3005AK	Copper (Cu)		

This page intentionally blank

3005AL	Iron (Fe)		
3005AM	Potassium (K)		
3005AN	Magnesium (Mg)		
3005AO	Manganese (Mn)		
3005AP	Molybdenum (Mo)		
3005AQ	Sodium (Na)		
3005AR	Nickel (Ni)		
3005AS	Lead (Pb)		
3005AT	Antimony (Sb)		
3005AU	Selenium (Se)		
3005AV	Tin (Sn)		
3005AW	Titanium (Ti)		
3005AX	Thallium (Tl)		
3005AY	Vanadium (V)		
3005AZ	Zinc (Zn)		
<b>3006</b>	<b>Sample Preparation - Metals</b>	<b>Method</b>	<b>Unit Price</b>
3006AA	ICP Preparation	EPA 3000	
3006AB	Graphite Furnace Preparation	EPA 3000	
3006AC	Flame Atomic Absorption (FAA)	EPA 3000	
3006AD	Dissolved Metals Filtration	0.45μ	
<b>3007</b>	<b>Leaching Procedure</b>	<b>Method</b>	<b>Unit Price</b>
3007AA	TCLP Extraction (Required for Metals, Pesticides, Herbicides, Semi-Volatile Organics and THE)	EPA 1311	
3007AB	TCLP Zero Headspace Extraction (Required for Volatiles and TVH)	EPA 1311	
3007AC	SPLP Extraction (Synthetic Precipitation Leaching Procedure)	EPA 1312	
3007AD	TCLP Analysis RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010/7000	
3007AE	Organochlorine Pesticides	EPA 8081	
3007AF	Chlorinated Herbicides	EPA 8150	
3007AG	Volatile Organics	EPA 8260	
3007AH	Semi-Volatile Organics	EPA 8270	
<b>3008</b>	<b>Hazardous Waste Characteristics</b>	<b>Method</b>	<b>Unit Price</b>

This page intentionally blank

	IGNITABILITY...		
30008AA	Flashpoint/Flammability	EPA 1010	
	CORROSIVITY...		
3008AB	NACE Corrosivity to Steel	EPA 1110	
3008AC	pH	EPA 9045	
	REACTIVITY...		
3008AD	Reactive Cyanide	SW-846, Ch. 7	
3008AE	Reactive Sulfide	SW-846, Ch. 7	
	RCI...		
3008AF	Reactivity, Corrosivity (as pH) and Ignitability		
<b>3009</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
3009AA	Acidity	EPA 305.1	
3009AB	Alkalinity	EPA 310.1/310.2	
3009AC	Biochemical Oxygen Demand	EPA 405.1	
3009AD	Bromide	EPA 320.1	
3009AE	Carbonate	EPA 310.1/310.2	
3009AF	Chemical Oxygen Demand	EPA 410.1/410.4	
3009AG	Chloride	EPA 325.2/300.0	
3009AH	Chlorine - Residual	EPA 330.5	
3009AI	Conductivity	EPA 120.1	
3009AJ	Corrosivity to Steel	EPA 1110	
3009AK	Cyanide - Total	EPA 335.3	
3009AL	Cyanide - Amenable	EPA 335.3	
3009AM	Flashpoint	EPA 1010/ASTM D93	
3009AN	Fluoride	EPA 340.2	
3009AO	Hardness - Total	EPA 130.2/130.1	
3009AP	Hardness - Ca and Mg	SM2340B	
3009AQ	General Mineral	EPA Methods	
3009AR	Major Anions	EPA 300 Series	
3009AS	Major Cations	EPA 6010/7000	
3009AT	Mercaptans	Colormetric	
3009AU	Moisture	EPA CLP	
3009AV	Nitrogen - Ammonia	EPA 350.1/350.2	
3009AW	Nitrogen - Nitrate	EPA 353.2/300.0	
3009AX	Nitrogen - Nitrite	EPA 354.1/353.2	
3009AY	Nitrogen - Nitrate and Nitrite	EPA 353.2	
3009AZ	Nitrogen - Total Kjeidahl	EPA 351.3/351.4	
3009BA	Paint Filter Liquids Test	EPA 9096	
3009BB	pH	EPA 9040/9045/150.1	
3009BC	Phenolic Compounds	EPA 420.1/420.2	
3009BD	Phosphate - Ortho	EPA 365.2/365.1/300.0	
3009BE	Phosphate - Total	EPA 365.4	

This page intentionally blank

3009BF	Salinity	SM252D	
3009BG	Silicon Dioxide (Silica)	EPA 270.1	
3009BH	Solids - Dissolved	EPA 160.1	
3009BI	Solids - Suspended	EPA 160.2	
3009BJ	Solids - Total	EPA 160.3	
3009BK	Solids - Volatile	EPA 160.4	
3009BL	Solids - Settleable	EPA 160.5	
3009BM	Specify Gravity	ASTM D854/SM2710F	
3009BN	Sulfate	EPA 374.2/300.0	
3009BO	Sulfide	EPA 376.2	
3009BP	Sulfite	EPA 377.1	
<b>3010</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
3010AA	Surfactant Test (MBAS)	EPA 425.1	
3010AB	Temperature	EPA 170.1	
3010AC	TOC	EPA 9060	
3010AD	TOX	EPA 9020	
3010AE	Turbidity	EPA 180.1	
<b>3011</b>	<b>Hourly Services</b>		<b>Unit Price</b>
3011AA	Identification of unknowns, etc.		
<b>Data Deliverables</b>			
Definitive (hard copy), Adobe, SEDD (2A or 2B) – Include in base analysis cost.			
Comprehensive (hard copy), Adobe, SEDD (2A or 2B)			
<b>Cost Multiplier for Miscellaneous Expedited Sample Analysis</b>			
24 hour			
48 hour			
72 hour			
7 day			
14 day			
21 days = Standard turn-around-time		Include in bases analysis cost.	

**Note: Unless otherwise specified in a task order, project-specific MS/MSD are required. The cost of MS/MD shall be included as part of the base analysis cost.**

This page intentionally blank



**SCHEDULE B**  
**FOURTH OPTION PERIOD**  
**INDEFINITE DELIVERY CONTRACT FOR ANALYTICAL LABORATORY SERVICES**  
**FOR ENVIRONMENTAL SAMPLE ANALYSIS**

<b>TABLE 3-1: ANALYTICAL METHODS LISTING</b>			
<b>Item Number</b>	<b>Description</b>	<b>Method</b>	<b>Unit Price (\$)</b>
<b>4001</b>			
4001AA	Halogenated/Aromatic Volatile Organics	EPA 8021	
4001AB	PCBs	EPA 8082	
4001AC	Organochlorine Pesticides	EPA 8081	
4001AD	Organophosphorus Pesticides	EPA 8141	
4001AE	Chlorinated Herbicides	EPA 8151	
4001AF	Volatile Organics	EPA 8260	
4001AG	Pentachlorophenol	EPA 8270	
4001AH	Phenols	EPA 8270	
4001AI	Phthalate Esters	EPA 8270	
4001AJ	Semi- Volatile Organics (BNAs)	EPA 8270	
4001AK	Polynuclear Aromatic Hydrocarbons	EPA 8270	
4001AL	Dioxins / Furans	EPA 8290	
4001AM	Polynuclear Aromatic Hydrocarbons	EPA 8310	
4001AN	Explosives	EPA 8330	
4001AO	1,4-Dioxane	EPA 8260 or 8270 (modified)	
4001AP	Perchlorate (LC/MS/MS)	EPA 331.0	
<b>4002</b>	<b>Underground Storage Tank</b>	<b>Method</b>	<b>Unit Price</b>
4002AA	Hydrocarbon Identification Method for Soil and Water	NWTPH-HCID	
4002AB	Volatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Gx	
4002AC	Semivolatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Dx	
4002AD	Method for the Determination of Volatile Petroleum Hydrocarbons (VPH) Fractions	VPH Fractions	
4002AE	Method for the Determination of Extractable Petroleum Hydrocarbons (EPH) Fractions	EPH Fractions	
4002AF	VOCs (benzene, ethyl benzene toluene, total xylenes, n-hexane, MTBE, EDB, EDC)	EPA 8260	
4002AG	Naphthalenes	EPA 8260	

This page intentionally blank

4002AH	Oil and Grease (Gravimetric)	EPA 413.1	
4002AI	Oil and Grease (IR)	EPA 413.2	
4002AJ	Total Recoverable Petroleum Hydrocarbons	EPA 418.1	
4002AK	Total Lead	EPA 6010	
4002AL	Wear Metals (cadmium, chromium, lead, nickel, zinc)	EPA 6010	
4002AM	Carcinogenic PAHs	EPA 8270	
4002AN	PCBs	EPA 8082	
<b>4003</b>	<b>Metals Packages</b>	<b>Method</b>	<b>Unit Price</b>
4003AA	RCRA Metals (8) = As, Ba, Cd, Cr, Pb, Hg, Se, Ag	EPA 6010/7000	
4003AB	EPA Priority Pollutant Metals (13) = Ag, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Sb, Tl, Zn	EPA 6010/7000	
4003AC	Title 22/CAM Metals (17) = Ag, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Sb, Tl, V, Zn	EPA 6010/7000	
<b>4004</b>	<b>Spectrophotometry:</b>	<b>Method</b>	<b>Unit Price</b>
4004AA	Flame Atomic Absorption (FAA)	EPA 7000	
4004AB	Graphite Furnace AA (GFAA)	EPA 7000	
4004AC	Mercury, Cold Vapor AA (Including Prep)	EPA 7470/7471	
4004AD	Chromium, Hexavalent (Including Prep)	EPA 7196	
<b>4005</b>	<b>Spectroscopy (ICP):</b>	<b>Method</b>	<b>Unit Price</b>
	<b>Individual Metals by ICP</b>	EPA 6010	
4005AA	Aluminum (Al)		
4005AB	Silver (Ag)		
4005AC	Arsenic (As)		
4005AD	Boron (B)		
4005AE	Barium (Ba)		
4005AF	Beryllium (Be)		
4005AG	Calcium (Ca)		
4005AH	Cadmium (Cd)		
4005AI	Cobalt (Co)		
4005AJ	Chromium (Cu)		
4005AK	Copper (Cu)		

This page intentionally blank

4005AL	Iron (Fe)		
4005AM	Potassium (K)		
4005AN	Magnesium (Mg)		
4005AO	Manganese (Mn)		
4005AP	Molybdenum (Mo)		
4005AQ	Sodium (Na)		
4005AR	Nickel (Ni)		
4005AS	Lead (Pb)		
4005AT	Antimony (Sb)		
4005AU	Selenium (Se)		
4005AV	Tin (Sn)		
4005AW	Titanium (Ti)		
4005AX	Thallium (Tl)		
4005AY	Vanadium (V)		
4005AZ	Zinc (Zn)		
<b>4006</b>	<b>Sample Preparation - Metals</b>	<b>Method</b>	<b>Unit Price</b>
4006AA	ICP Preparation	EPA 3000	
4006AB	Graphite Furnace Preparation	EPA 3000	
4006AC	Flame Atomic Absorption (FAA)	EPA 3000	
4006AD	Dissolved Metals Filtration	0.45μ	
<b>4007</b>	<b>Leaching Procedure</b>	<b>Method</b>	<b>Unit Price</b>
4007AA	TCLP Extraction (Required for Metals, Pesticides, Herbicides, Semi-Volatile Organics and THE)	EPA 1311	
4007AB	TCLP Zero Headspace Extraction (Required for Volatiles and TVH)	EPA 1311	
4007AC	SPLP Extraction (Synthetic Precipitation Leaching Procedure)	EPA 1312	
4007AD	TCLP Analysis RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010/7000	
4007AE	Organochlorine Pesticides	EPA 8081	
4007AF	Chlorinated Herbicides	EPA 8150	
4007AG	Volatile Organics	EPA 8260	
4007AH	Semi-Volatile Organics	EPA 8270	
<b>4008</b>	<b>Hazardous Waste Characteristics</b>	<b>Method</b>	<b>Unit Price</b>

This page intentionally blank

	IGNITABILITY...		
4008AA	Flashpoint/Flammability	EPA 1010	
	CORROSIVITY...		
4008AB	NACE Corrosivity to Steel	EPA 1110	
4008AC	pH	EPA 9045	
	REACTIVITY...		
4008AD	Reactive Cyanide	SW-846, Ch. 7	
4008AE	Reactive Sulfide	SW-846, Ch. 7	
	RCI...		
4008AF	Reactivity, Corrosivity (as pH) and Ignitability		
<b>4009</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
4009AA	Acidity	EPA 305.1	
4009AB	Alkalinity	EPA 310.1/310.2	
4009AC	Biochemical Oxygen Demand	EPA 405.1	
4009AD	Bromide	EPA 320.1	
4009AE	Carbonate	EPA 310.1/310.2	
4009AF	Chemical Oxygen Demand	EPA 410.1/410.4	
4009AG	Chloride	EPA 325.2/300.0	
4009AH	Chlorine - Residual	EPA 330.5	
4009AI	Conductivity	EPA 120.1	
4009AJ	Corrosivity to Steel	EPA 1110	
4009AK	Cyanide - Total	EPA 335.3	
4009AL	Cyanide - Amenable	EPA 335.3	
4009AM	Flashpoint	EPA 1010/ASTM D93	
4009AN	Fluoride	EPA 340.2	
4009AO	Hardness - Total	EPA 130.2/130.1	
4009AP	Hardness - Ca and Mg	SM2340B	
4009AQ	General Mineral	EPA Methods	
4009AR	Major Anions	EPA 300 Series	
4009AS	Major Cations	EPA 6010/7000	
4009AT	Mercaptans	Colormetric	
4009AU	Moisture	EPA CLP	
4009AV	Nitrogen - Ammonia	EPA 350.1/350.2	
4009AW	Nitrogen - Nitrate	EPA 353.2/300.0	
4009AX	Nitrogen - Nitrite	EPA 354.1/353.2	
4009AY	Nitrogen - Nitrate and Nitrite	EPA 353.2	
4009AZ	Nitrogen - Total Kjeldahl	EPA 351.3/351.4	
4009BA	Paint Filter Liquids Test	EPA 9096	
4009BB	pH	EPA 9040/9045/150.1	
4009BC	Phenolic Compounds	EPA 420.1/420.2	
4009BD	Phosphate - Ortho	EPA 365.2/365.1/300.0	
4009BE	Phosphate - Total	EPA 365.4	

This page intentionally blank



4009BF	Salinity	SM252D	
4009BG	Silicon Dioxide (Silica)	EPA 270.1	
4009BH	Solids - Dissolved	EPA 160.1	
4009BI	Solids - Suspended	EPA 160.2	
4009BJ	Solids - Total	EPA 160.3	
4009BK	Solids - Volatile	EPA 160.4	
4009BL	Solids - Settleable	EPA 160.5	
4009BM	Specify Gravity	ASTM D854/SM2710F	
4009BN	Sulfate	EPA 374.2/300.0	
4009BO	Sulfide	EPA 376.2	
4009BP	Sulfite	EPA 377.1	
<b>4010</b>	<b>General Chemistry</b>	<b>Method</b>	<b>Unit Price</b>
4010AA	Surfactant Test (MBAS)	EPA 425.1	
4010AB	Temperature	EPA 170.1	
4010AC	TOC	EPA 9060	
4010AD	TOX	EPA 9020	
4010AE	Turbidity	EPA 180.1	
<b>4011</b>	<b>Hourly Services</b>		<b>Unit Price</b>
4011AA	Identification of unknowns, etc.		
<b>Data Deliverables</b>			
Definitive (hard copy), Adobe, SEDD (2A or 2B) – Include in base analysis cost.			
Comprehensive (hard copy), Adobe, SEDD (2A or 2B)			
<b>Cost Multiplier for Miscellaneous Expedited Sample Analysis</b>			
24 hour			
48 hour			
72 hour			
7 day			
14 day			
21 days = Standard turn-around-time		Include in bases analysis cost.	

**Note: Unless otherwise specified in a task order, project-specific MS/MSD are required. The cost of MS/MD shall be included as part of the base analysis cost.**

This page intentionally blank

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE **APPLICABLE PORTION** OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

---

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Secretary) (CORPORATE SEAL)

---

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

\_\_\_\_\_

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This page intentionally blank

Section C - Descriptions and Specifications

Description/Specifications/Work Statement

**SPECIFICATIONS**

Statement of Work, for Solicitation Number W912DW-04-R-0025, covering the general requirements for the services listed in Schedule B, are attached hereto and made a part hereof.

**CHANGES IN SPECIFICATIONS**

The right is reserved, as the interest of the Government may require, to revise or amend the specifications prior to the date set for receipt of proposals. Such revisions and amendments, if any, will be announced by amendment(s) to this solicitation. Copies of such amendments as may be issued will be furnished to all prospective offers. If the revisions and amendments are of a nature that requires material changes in quantities or prices offered, or both, the date set for receipt of proposals may be postponed by such number of days as, in the opinion of the Contracting Officer, will enable the offers to revise their proposals. In such cases, the amendment will include the announcement of the new date for receipt of proposals.

This page intentionally blank

**U.S. ARMY CORPS OF ENGINEERS**

**Seattle District Engineering & Technology Section  
(CENWS-EC-TB-ET)**

**INDEFINITE DELIVERY CONTRACT FOR ANALYTICAL LABORATORY SERVICES  
FOR ENVIRONMENTAL SAMPLE ANALYSIS**

**SCOPE OF WORK**



**May 2004**

**USACE Contact Information**

Physical Address: 4735 East Marginal Way South  
Seattle, WA 98134-2329  
Mailing Address: P.O.B. 3755  
Seattle, WA 98124-3755

**Contracting Officer (CO) - Sharon Gonzalez**

Phone: 206-764-6696; Fax: 206-764-6817

[sharon.j.gonzalez@nws.usace.army.mil](mailto:sharon.j.gonzalez@nws.usace.army.mil)

**Contracting Officers Representative (COR) - Kira Lynch**

Phone: 206-764-6918; Fax: 205-764-3706

[kira.p.lynch@usace.army.mil](mailto:kira.p.lynch@usace.army.mil)

**SECTION C**  
**TECHNICAL SPECIFICATIONS**

<b>SECTION 1: CONTRACT DESCRIPTION.....</b>	<b>1</b>
1.1 CONTRACT OBJECTIVES .....	1
1.2 CONTRACT BACKGROUND .....	1
1.3 CONTRACT DESCRIPTION .....	1
<b>SECTION 2: GENERAL CONTRACT PROVISIONS .....</b>	<b>5</b>
2.1 ANALYTICAL SERVICES.....	5
2.2 FACILITIES AND PERSONNEL .....	5
2.3 SAMPLE CONTAINERS .....	5
2.4 TRANSPORTATION OF SAMPLES .....	6
2.5 SAMPLE HANDLING.....	6
2.6 SAMPLE CUSTODY .....	6
2.7 RECORD KEEPING .....	6
2.8 REPORTING AND DATA MANAGEMENT.....	6
2.9 INSPECTIONS .....	6
2.10 ON-SITE AUDITS.....	6
<b>SECTION 3: GENERAL CONTRACT REQUIREMENTS .....</b>	<b>7</b>
3.1 GENERAL ANALYTICAL REQUIREMENTS.....	7
3.2 LABORATORY VALIDATION/ACCREDITATION.....	7
3.2.1 Loss of Validation/Accreditation Status .....	8
3.2.2 Subcontracting of Contracted Work .....	8
3.2.3 Other Quality Systems .....	8
3.3 INITIAL LABORATORY SUBMITTALS.....	9
3.3.1 Laboratory Quality Assurance Plan.....	9
3.3.2 Resumes and Other Initial Laboratory Submittals.....	9
3.4 CHANGES IN CONTRACT LABORATORY ORGANIZATION AND PROCEDURES .....	9
3.4.1 Changes in Organization and Facilities:.....	9
3.4.2 Changes/Alterations to Contract Analytical Methods: .....	9
3.5 DATA REPORTS/DELIVERABLES .....	10
3.6 CONTRACT EXECUTION.....	10
3.6.1 Contract Estimated Quantities.....	10
3.6.2 Contract Task Orders .....	11
3.6.3 Additional Services.....	11
3.6.4 Access to Data.....	11
3.7 NON-CONFORMANCE TO CONTRACT .....	11
3.7.1 Non-Conformance Investigations .....	11
3.7.2 Late Delivery of Data Submittals.....	12
3.7.3 Rejection of Data .....	12



3.7.4 Delay of Project Work .....	13
3.8 INVOICING.....	13
3.9 REVIEW OF CONTRACT LABORATORY PERFORMANCE .....	13
<b>SECTION 4 GENERAL LABORATORY REQUIREMENTS .....</b>	<b>14</b>
4.1 LABORATORY QUALITY SYSTEM .....	14
4.2 LABORATORY QUALITY ASSURANCE PLAN (LQAP).....	14
4.3 LABORATORY ORGANIZATION, MANAGEMENT, AND ANALYTICAL PERSONNEL RESPONSIBILITIES .....	16
4.3.1 Laboratory Management .....	16
4.3.2 Laboratory Quality Assurance Officer.....	16
4.3.3 Organic Chemistry Section .....	17
4.3.4 Inorganic Chemistry Section.....	17
4.3.5 Wet chemistry analyst.....	18
4.3.6 Radiochemical techniques analyst.....	18
4.3.7 Technical staff backup .....	18
4.3.8 Sample custodian .....	18
4.3.9 Information Management Specialist.....	18
4.4 LABORATORY FACILITY AND EQUIPMENT .....	19
4.4.1 Laboratory facility requirements .....	19
4.4.2 Laboratory equipment requirements .....	19
4.5 LABORATORY SOP .....	20
4.6 DOCUMENT CONTROL PROCEDURES.....	20
4.6.1 Standard preparation log .....	21
4.6.2 Sample preparation log.....	21
4.6.3 Instrument run log.....	22
4.6.4 Computer/instrument outputs .....	22
4.6.5 Electronic data management.....	22
4.7 LABORATORY QUALITY ASSURANCE PROCEDURES.....	22
4.8 MDL/MRL.....	23
4.8.1 Method Detection Limit (MDL).....	23
4.8.2 Method Reporting Limit (MRL).....	23
<b>SECTION 5: CONTRACT LABORATORY SAMPLE HANDLING REQUIREMENTS...24</b>	
5.1 SAMPLE RECEIPT REQUIREMENTS.....	24
5.2 SAMPLE RECEIPT NOTIFICATION .....	24
5.3 SAMPLE RECEIPT DOCUMENTATION .....	24
5.4 SAMPLE PRESERVATION .....	25
5.4.1 Field Samples.....	25
5.4.2 Lab Samples .....	25
5.5 HOLDING TIMES .....	25
5.6 SAMPLE INTEGRITY.....	26
5.7 RETURN OF SHIPPING MATERIALS .....	26

<b>6 GENERAL ANALYSIS REQUIREMENTS.....</b>	<b>26</b>
6.1 PROJECT APPLICATION.....	26
6.2 METHOD DEVELOPMENT/INITIAL DEMONSTRATION OF CAPABILITY .....	26
6.3 CONTINUING DEMONSTRATION OF CAPABILITY .....	27
6.4 DATA INTEGRITY PROGRAM.....	27
6.4.1 Minimum Requirements .....	28
6.4.2 Data Fraud/Inappropriate Practices .....	29
6.5 ANALYTICAL STANDARDS PREPARATION AND TRACEABILITY.....	30
6.6 SAMPLE SCREENING.....	30
6.7 TARGET ANALYTE LISTINGS .....	30
6.7.1 Method 8021 .....	31
6.7.2 Method 8081 .....	31
6.7.3 Method 8082: PCBs by GC/ECD. ....	31
6.7.4 Method 8330.....	31
6.8 ANALYTICAL METHODS SUMMARY .....	31
6.8.1 Inorganic Analytical Methods.....	32
6.8.2 Organic Analytical Methods.....	32
<b>7.0 PRELIMINARY METHOD SETUP .....</b>	<b>33</b>
7.1 INORGANIC ANALYSES - METHOD 6010 .....	33
7.1.1 Linear dynamic range.....	33
7.1.2 Inter-element spectral correction factors.....	34
7.2 ORGANIC ANALYSES – SW846 8000 SERIES.....	34
7.2.1 Method 8081 .....	34
7.2.2 Method 8082.....	34
<b>8.0 INSTRUMENT PERFORMANCE CHECKS.....</b>	<b>35</b>
8.1 METHOD 6010 - INTERFERENCE CHECK STANDARD (ICS) .....	35
8.2 METHOD 8081 - INJECTION PORT INERTNESS CHECK.....	35
8.3 METHODS 8260 AND 8270 - MASS SPECTROMETER (MS) TUNING .....	35
8.4 METHOD 8270.....	36
8.4.1 Injection Port Inertness Check.....	36
8.4.2 Column Performance Check.....	36
<b>9.0 CALIBRATION PROCEDURES AND FREQUENCIES .....</b>	<b>36</b>
9.1 ANALYTICAL SUPPORT AREAS CALIBRATION VERIFICATION.....	36
9.1.1 Balances .....	36
9.1.2 Refrigerators/Freezers .....	37
9.1.3 Pipets and Other Volumetric Labware .....	37
9.1.4 Water supply system.....	37
9.1.5 Other analytical support equipment .....	37
9.2 INITIAL CALIBRATION CURVE.....	38
9.2.1 Inorganic analyses .....	38

9.2.2 Organic analyses .....	38
9.3 INITIAL CALIBRATION VERIFICATION.....	39
9.3.1 Method 8081 .....	40
9.3.2 Method 8082.....	40
9.4 INITIAL CALIBRATION BLANKS (ICBs) AND CONTINUING CALIBRATION BLANKS (CCBs).....	40
9.5 CONTINUING CALIBRATION VERIFICATION (CCV).....	40
9.5.1 Inorganic analyses .....	41
9.5.2 Organic analyses .....	41
<b>10.0 LABORATORY QUALITY CONTROL PROCEDURES.....</b>	<b>42</b>
10.1 SAMPLE BATCHING.....	43
10.1.1 Preparation Batch.....	43
10.1.2 Analysis batch (sequence).....	43
10.2 PREPARATION BATCH QC SAMPLES.....	44
10.2.1 Method Blank (MB).....	44
10.2.2 Laboratory Control Samples (LCS).....	44
10.2.3 Matrix spikes (MS) .....	45
10.2.4 Matrix duplicate (MD) or matrix spike duplicate (MSD).....	45
10.2.5 Surrogates.....	46
10.2.6 Standard reference materials .....	46
10.3 ANALYSIS SEQUENCE OF QC SAMPLES.....	46
10.3.1 Post digestion spikes (PDS).....	47
10.3.2 Serial dilutions (SD).....	47
<b>11.0 MEASUREMENT QUALITY OBJECTIVES AND CORRECTIVE ACTIONS .....</b>	<b>47</b>
11.1 INCOMING SAMPLES .....	48
11.2 SAMPLE HOLDING TIMES .....	48
11.3 INSTRUMENT CALIBRATION .....	48
11.4 METHOD QC SAMPLES.....	49
11.4.1 Method blanks (MBs).....	49
11.4.2 Laboratory Control Samples (LCSs) .....	49
11.4.3 Matrix Spike (MS) Samples .....	50
11.4.4 Matrix Dup and MSD Samples.....	51
11.4.5 Surrogate .....	51
11.4.6 Post-Digestion Spike Samples .....	51
11.5 CALCULATION ERRORS.....	52
11.6 ONSITE AUDITS.....	52
<b>12.0 TARGET ANALYTE IDENTIFICATION, QUANTITATION, AND CONFIRMATION .....</b>	<b>52</b>
12.1 TARGET ANALYTE IDENTIFICATION .....	52
12.2 TARGET ANALYTE QUANTITATION .....	52
12.2.1 Inorganic Analyses .....	52

12.2.2	Organic Analyses .....	53
12.3	TARGET ANALYTE CONFIRMATION.....	53
<b>13</b>	<b>DATA REDUCTION, REVIEW, AND REPORTING .....</b>	<b>53</b>
13.1	DATA REDUCTION.....	53
13.2	DATA REVIEW .....	54
13.2.1	Level 1 Analyst Review .....	54
13.2.2	Level 2 Peer Review .....	54
13.2.3	Level 3 Administrative Review.....	55
13.2.4	QA Review.....	55
13.3	DATA QUALIFIERS.....	55
13.4	DATA REPORTING REQUIREMENTS .....	56
13.4.1	Definitive Data Package.....	56
13.4.2	Performance-Based Data Package .....	59
13.4.3	Comprehensive Data Package .....	59
13.4.4	Electronic Data Deliverables .....	59
<b>TABLES.....</b>		<b>60</b>
<b>ATTACHMENT 1.....</b>		<b>73</b>

## TABLES

TABLE 3-1: ANALYTICAL METHODS LISTING.....	61
TABLE 3-2: TARGET COMPOUND LIST.....	66

## SECTION 1: CONTRACT DESCRIPTION

---

### 1.1 Contract Objectives

The objective of this contract is to obtain chemical data that is technically valid, of known quality, and legally defensible, that will meet or exceed the required site-specific Data Quality Objectives (DQOs) for each project. The following mission statement reflects the Districts intentions in forming this contract:

#### *Mission Statement*

*In order to achieve the objectives of projects executed on behalf of the Department of Defense, NWS seeks laboratories to participate as active partners in the execution of analyses to support the project goals. To foster the laboratories ability to achieve full partnership, NWS commits to the following actions:*

- *Laboratories will be informed of project requirements in a written scope of work as far in advance as possible.*
- *Laboratories will be provided reviewer input opportunity on all project quality assurance project plans (QAPP). Acceptance of the plan shall be indicated by signature on the approval page of the QAPP.*
- *Laboratories will be provided the opportunity to participate in preparatory, initial and follow-up phase meetings. These meetings will serve as a forum for becoming fully informed of project goals and expectations. They will also serve as an opportunity for the laboratory to express its concerns regarding project schedule and execution of the required analyses.*

This contract describes the management policies, objectives, principles, and procedures, which will be used to generate data of the required quality following the principles set forth in the mission statement.

### 1.2 Contract Background

The Seattle District routinely generates primary samples and quality assurance samples that have been collected from various hazardous and toxic waste sites. The sampling and analytical work will primarily be in conjunction with investigations for the Department of Defense Environmental Restoration Programs (DERP), Installation Restoration Program (IRP), Formerly Used Defense Sites (FUDS), the Base Realignment and Closure (BRAC) program, Military and Civil Works as well as "Support for Others".

### 1.3 Contract Description

This firm fixed price indefinite delivery order contract is for analytical services support for the U.S. Army Corps of Engineers Seattle District, for the chemical analysis of soil, air, soil vapor, dredge materials, treatment system process streams, sediment, sludge, ground water, surface water, and

other environmental samples. These samples have typically been collected from various hazardous and toxic waste site cleanup projects. Others may be emergency operations samples for characterization of unknowns including chemical and biological agents. Chemical analysis and reporting services will be performed by the Contract Laboratory in support of the hazardous waste investigations, remediation programs, and emergency operations conducted by, or on behalf of the Seattle District (NWS).

The purpose of this indefinite delivery contract is to enable the performance, under a single contract mechanism, of analytical services for various projects as needed. Individual task orders will be issued for each analytical services scope under this contract. Each task order will contain specific scope-related information such as number and type of analyses required, test method references, project deliverable requirements, project timing, applicable shipping information, etc. (Attachment 1). Upon receipt of a project scope of work, the contractor laboratory will develop and submit a cost estimate to the USACE point of contact. Following USACE approval of this cost estimate, a task order will be issued to the contract laboratory for the project work.

This contract will consist of a one-year base period, followed by four one-year option periods. The base period as well as each of the one-year option periods will cover up to \$200,000 worth of analytical services. For the one-year base contract period and the four one-year option periods, the laboratory should provide unit costs or a multiplier for each bid item.

The technical criteria to be used when selecting the contract laboratory will include those listed below. These criteria are listed in order of decreasing importance.

- Technical Capability is the single most important criterion and will consist of the following:  
1) A list of method detection limits (MLDs) and method quantitation limits (MQLs) limits for test parameters included in the scope 2) Ability to provide data results in Staged Electronic Data (SEDD) format directly from instrumentation to the Laboratory Information Management System (LIMS); 3) Ability to provide USACE internet access to analytical results.
- Management Approach is the equal in importance to past performance, and consists of the following, not necessarily in any order of importance: 1) Ability to provide same day courier services such as delivery and pickup of supplies and samples at USACE work sites using inexpensive means; 2) Ability to provide a Quality Assurance Manual; 3) Ability of the lab to retain all analytical data for 5 years following analysis date; 4) Ability to provide resumes for Project Manager and Quality Manager, as well as at least three personnel that report to the PM and at least three personnel that report to the Quality Manager must be provided. These reporting personnel positions should be selected from those that will perform the majority of the work, which is expected to consist mostly of SW-846 test methods.
- Past Performance is of lesser importance. A list of projects completed within the last two years including a point of contact and telephone number, and dollar value for each job must be provided.

Each of these selection criteria is discussed below.

#### 1) Technical Capability

##### Reporting and Method Detection Limits and Method Quantitation Limit Studies

The analytical laboratory must provide reporting and detection limits for the analytical parameters to be used in this contract as part of the proposal. The MDLs and MQLs should be consistent with the best currently available technology and instrumentation in the industry using the test methods. If lower detection limits are available for certain parameters by using extra sample volume (for example using 25-mL purge sample rather than 5-mL purge sample for aqueous VOCs), or other adjustment, this should be noted. Results should be provided in MS EXCEL format.

USACE typically uses federal and state regulations from states where NWS normally work in Washington, Oregon, Idaho and Montana. Depending on the project, one or more of the following types of federal or state criteria listed below are employed:

- Federal/state drinking water standards or MCLs
- MTCA
- Groundwater and surface water quality standards
- TCLP criteria
- Residential or non-residential soil cleanup standards
- Sediment quality standards

Applicable regulatory criteria vary depending on the task order. USACE typically will supply these criteria in the task order scope and require that the reporting/detection limits are capable of meeting these applicable criteria.

The laboratory must also submit the most recent method detection limit (MDL) studies for VOCs using SW-846 8260B.

#### Availability of Results from Laboratory Information Management System

The laboratory must indicate whether it is capable of providing data results in electronic format directly from a Laboratory Information Management System (LIMS) as opposed to manual entry. A list will be provided as part of the proposal that describes parameters for which data results can be generated from the LIMS, as well as parameters for which data results cannot be generated from the LIMS (i.e., manual entry is required).

The laboratory must indicate whether it is capable of using a Laboratory Information Management System (LIMS) to track the status of samples throughout the entire operation sequence of sample handling, analysis, and reporting by the lab. Specifically, the lab should provide a description of how the LIMS is used to control the following major functions:

- Sample receipt and login
- Sample scheduling
- Data acquisition
- Data processing and data approval
- QC data processing
- Final reporting
- Electronic deliverables

The lab should also include a discussion of the extent of human manipulation required in each of the above functions, and indicate whether it is capable of providing data results in SEDD format directly from the LIMS. If there are any parameters that require manual entry, please indicate which ones.

Prior to award of the contract, the laboratory will be requested to generate two well-constructed SEDD 2a deliverables conforming to current XML standards. This demonstration of proficiency shall be run for one 8260B analysis and one 8270 analysis. This will require the IM Specialist to use, understand and run a contract compliance checker for the demonstration project. The Corps will then check the DTDs or schemas to determine if they are valid. Results will be considered to be invalid if they do not pass the contract compliance checker upon receipt at the Corps. Any efforts to produce and check SEDD files for the purpose of the demonstration project or for contracted work shall be borne by the laboratory.

## 2) Past Performance

USACE will evaluate each bidder's past performance to determine how well it satisfied its customers. Previous USACE experience is preferred, however, this is not necessary. USACE will contact one or more of each bidder's customers and others to determine whether the bidder meets schedule requirements; produces high-quality data; performs corrective actions to the customer's satisfaction; conforms to the terms and conditions of the contract; and is committed to customer satisfaction. The bidder should provide a list of at least five projects (work and dollar amount) completed within the past two years which are relevant to the requirements of this SOW. The list shall include a point of contact and telephone number for each job listed.

## 3) Management Approach

Management Approach will consist of four components, each described below.

### Same-day Services

The ability of the laboratory to provide timely (same day) services such as delivery of supplies is desirable. The analytical laboratory should indicate whether this service is provided, what the distance or mileage limits are, and how much prior notification is required to use this service.

### Quality Assurance Manual

The analytical laboratory must provide a Quality Assurance (QA) Manual. This document may also be called a Quality Manual, Quality Systems Manual, Quality Management Manual, or similar. The document shall be in accordance with the National Environmental Laboratory Accreditation Conference (NELAC) Quality Systems requirements. The requirements for this document can be found in Section 4.2.

### Retention of Results for 5 Years

Sample analyses for which the comprehensive data package is specified may potentially require external data validation by a third party at a future date. Therefore, the analytical laboratory must have the capability of retaining all analytical and supporting data for a minimum period of five years following the date of analysis.



## Personnel Resumes

**Project Manager - Laboratory Project Managers (PMs)** are responsible for preparing the requirements for the project, maintaining the lab schedule, ensuring that technical requirements are met by the laboratory, and advising internal personnel and customers of variances. The PM will provide technical guidance and necessary laboratory related information to the lab personnel and to the client, and provide peer review of the final document to ensure accuracy of the information and data. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory project management experience shall be required.

**Quality Manager -** The Quality Manager (or Quality Assurance Manager or similar) will be responsible for overseeing the QA aspects of the data and serve as the focal point for QA/QC. This individual shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory experience, including at least one year of applied experience with QA principles and practices in an analytical laboratory, shall be required.

**Information Technology (IT) Specialist –** The IT Specialist must have a minimum of three years in laboratory information systems (LIMS) management. Experience must include: 1) The ability to generate a well-formed SEDD XML file and validate it against DTDs or schemas that will be provided; 2) Skill in interfacing instrument systems with LIMS. The IT specialist is also required to perform checks of the EDD for contract compliance and resolve all discrepancies prior to delivering the EDD to the Corps at the required turn-around-time.

In addition to resumes for the above personnel, the Contractor shall submit resumes for at least three personnel that will report to the PM and at least three personnel that will report to the Quality Manager on typical sample analysis projects. These reporting personnel positions should be selected from those that will be performing the majority of the analytical work, which is expected to consist mostly of SW-846 test methods.

## **SECTION 2: GENERAL CONTRACT PROVISIONS**

---

### **2.1 Analytical Services**

The laboratory and its subcontractors shall provide technically valid and legally defensible analyses by specified methods for the environmental samples submitted under this contract.

### **2.2 Facilities and Personnel**

Provide all laboratory facilities and qualified personnel for sample analyses, and provide access to work, as required.

### **2.3 Sample Containers**

Provide appropriate sample containers with the required preservatives. Sufficient coolers and appropriate packaging material shall be provided by the laboratory for transport of samples to the

Contract Laboratory in compliance with US DOT and AITA regulations. Sample containers and coolers for delivery of samples to the laboratory will be delivered to the NWS offices at no additional expense to the Government.

## **2.4 Transportation of Samples**

Requirements for transportation of samples and sample containers are provided in Section 5.1.

## **2.5 Sample Handling**

Furnish labor, equipment and facilities to obtain and handle samples at the laboratory, to facilitate inspections and analyses and to provide storage, preservation and cooling of the samples, as necessary.

## **2.6 Sample Custody**

Provide for and ensure that internal laboratory chain of custody, and ultimate disposal of samples takes place in accordance with USACE/EPA procedures. Disposal of all sample residuals after analysis will be the responsibility of the Contract Laboratory at no additional expense to the Government.

## **2.7 Record keeping**

Maintain internal record keeping in accordance with good laboratory practices and the provisions of these specifications.

## **2.8 Reporting and Data Management**

Provide for documentation and data management of the analytical results at the laboratory. Provide the specified paper and electronic reports of analytical results within the specified period of time.

## **2.9 Inspections**

Comply with contract specified standards and ascertain compliance of materials and procedures with requirements of the Contract Documents.

## **2.10 On-Site Audits**

Some projects may require the laboratory to participate on on-site audits. Advance notification will be provided in most cases. However, NWS may determine that it is in the best interest of the project to perform these audits with little notification. The laboratories shall comply with all requests for audits as specified in section 6.4.1.

## SECTION 3: GENERAL CONTRACT REQUIREMENTS

---

This section summarizes a number of notable requirements under this contract; many of these requirements are described in more detail in later sections.

### 3.1 General Analytical Requirements

The analytical methods to be used are specified in the latest version of EPA SW-846 or are the latest versions specified by the State of Washington Department of Ecology (Ecology). The requirements and procedures of Chapters 1-8 of SW-846 shall also be followed as applicable to performance of laboratory work.

Many aspects of procedures specified by SW-846 and other methods are ambiguous or offer alternatives for choices of action. In order to address these ambiguities, the Seattle District adopts the USACE “Shell for Analytical Chemistry Requirements” as its base standard for laboratory data quality. This guidance has been officially promulgated as Appendix I of EM 200-1-3, “Requirements for the Preparation of Sampling and Analysis Plans (February 2001)”. The “Shell for Analytical Chemistry Requirements” defines the options for execution of laboratory analyses that will be acceptable to USACE. Some aspects of work required by this contract will exceed the basic requirements of SW-846. If there is a conflict between the content of these specifications or “Shell for Analytical Chemistry” and the task-specific scope of work, the project scope will take precedence for execution of work for this contract.

The laboratory procedures anticipated for this contract are summarized in Table 6-1. Analytes included in these methods are listed in Table 3-2. These analysis requirements reflect the requirements of SW-846, 3rd Edition, Update III and the Ecology procedures for petroleum hydrocarbon analysis (“Analytical Methods for Petroleum Hydrocarbons”, Publication No. ECY 97-602, June 1997). Additional testing may be required using other EPA, ASTM, or other designated procedures. These procedures may be updated as necessary to reflect changed regulatory testing requirements in RCRA, CERCLA and other programs. The analyte lists provided in Table 3-2 are to be considered as minimum lists.

Laboratory specific SOPs, as part of a Laboratory Quality Assurance Plan (LQAP), shall be followed for non-SW-846 (e.g., EPA Method 504.1) or Ecology methods upon approval of the NWS project chemist.

### 3.2 Laboratory Validation/Accreditation

The offerors shall demonstrate that they are validated by the USACE HTRW-CX (hereafter referred to as the CX) for all matrixes and methods listed in Table 3-1 prior to contract award. If the successful bidder is not currently validated by the CX, the validation process will be initiated by the Seattle District after initial selection of a candidate for award of this contract. (This specification is also applicable for subcontract laboratories. See discussion in PARAGRAPH: SUBCONTRACT LABS.) A detailed description of the validation process is included in USACE EM 200-1-1, Validation of Analytical Chemistry Laboratories. Final award of the contract is contingent upon successful validation by the CX for all analytical methods that are relevant for this contract. As a part of the bid package, the offerors must also demonstrate that they are accredited by the individual States covered under this contract. **If the initial candidate is unsuccessful in acquiring USACE validation and**

**State certification within 60 days of contract award, an alternate candidate may be selected from the group of offerors.** Offerors are cautioned that the USACE validation process can take up to 90 days or longer.

**The CX has announced that it may cease or curtail its laboratory validation program in the future. The CX validation program is expected to be augmented by USACE participation in the National Environmental Laboratory Accreditation Program (NELAP). The successful bidder must obtain NELAP accreditation in the event of the termination of the current USACE validation program.**

### **3.2.1 Loss of Validation/Accreditation Status**

The Contract Laboratory must maintain a validated/accredited status throughout the life of this contract. Loss of validation/accredited status at any time during the term of this contract may result in the termination of this contract for default.

### **3.2.2 Subcontracting of Contracted Work**

If the bidder is not CX validated for any particular method or matrix listed in Table 3-1, then the bid must include the name, address and phone number of a (single) proposed subcontract laboratory which is capable of satisfying all of the requirements described in the paragraph above, "Laboratory Validation/Accreditation". No more than 20% of the items shown in the Bid Schedule can be subcontracted out in this way. If a Contractor team is formed, both laboratories must maintain a USACE validated status throughout the life of this contract. Loss of validation status by the primary laboratory at any time during the term of this contract may result in the termination of this contract for default. If a subcontractor laboratory loses validation status the principal laboratory will be required to procure services from a validated laboratory within 14 days of the loss of validation for the applicable analyses. Under these circumstances, if the primary laboratory wishes to team with a laboratory that does not hold a current USACE laboratory validation, the primary laboratory may propose a second laboratory and the validation process will be initiated by the District for the applicable analyses. However, in the interim period while the validation process is being completed, the primary laboratory will be required to obtain services from a currently validated organization in order to provide continuity for contract services. Failure of the primary laboratory to provide for continuity of laboratory services as described in this paragraph shall result in termination of this contract for default. Network laboratories shall be considered as a single corporate entity. Additionally, a single laboratory in the network organization must be designated as the principal service provider, and each laboratory in the network must be validated separately.

### **3.2.3 Other Quality Systems**

The laboratory must establish quality systems based on ISO/IEC Guide 25, "General Requirements for the Competence of Calibration and Testing Laboratories". The laboratory's quality system must be compliant with the principles of ISO/IEC Guide 25.

### **3.3 Initial Laboratory Submittals**

#### **3.3.1 Laboratory Quality Assurance Plan**

A Contract Laboratory Quality Assurance Plan (LQAP) shall be submitted in electronic format to the Contracting Officer before testing is initiated. The LQAPs shall be kept on file for all of the methods listed in Table 3-1 while testing is performed. This requirement will also apply to any additional testing methods performed by the Contract Laboratory. The SOP shall be a written narrative stepwise description of laboratory operating procedures as defined in SW-846 (or, for non-SW-846 methods, the official published methodology) including examples of laboratory documents. The LQAPs shall accurately describe the actual procedures used in the laboratory, and copies of the written LQAPs shall be available to the appropriate laboratory personnel. Calculations that are an intrinsic part of the instrument or its automation software need not be documented in the SOP. However, this kind of software shall be tested with a sample set of data to verify its correct operation. Calculations that are performed external to the instrument or its automation system shall be documented in the SOP. Additional detail is provided in Section 4.2 of this SOW.

#### **3.3.2 Resumes and Other Initial Laboratory Submittals.**

Within 30 days of contract award, the Contract Laboratory shall provide to the Contracting Officer the resumes for all of its personnel that will be associated with this contract. A summary of changes in personnel in the Contract Laboratory shall be provided to the Contracting Officer as they occur. Resumes of new personnel and their responsibilities shall be provided as they are added to the staff of the Contract Laboratory. Lists shall also be provided that detail the instruments, associated accessories, and dates of purchase. A facility floor plan shall also be provided. This information shall be reviewed and compared to the requirements of this contract. The Contracting Officer and senior District Chemists shall be notified of any changes as soon as possible.

### **3.4 Changes in Contract Laboratory Organization and Procedures**

#### **3.4.1 Changes in Organization and Facilities:**

During the term of this contract the Contract Laboratory shall keep the Contracting Officer informed of any changes in its personnel, equipment, or facilities which could impact the Contract Laboratory's performance for this contract. These changes may include significant organizational restructuring, major layoffs, or changes in key laboratory personnel. Resumes for all new laboratory personnel shall be delivered to the Contracting Officer on a quarterly basis. Significant changes in laboratory personnel that result in non-compliance with contract requirements for personnel experience (by element) may result in termination of the contract for default.

#### **3.4.2 Changes/Alterations to Contract Analytical Methods:**

It is imperative that contract required methods be explicitly followed. Any deviations shall be approved in advance for each task order. Changes in Contract Laboratory LQAPs for USACE work under this contract shall be forwarded to the Contracting Officer before the changes become

effective. *Note: Minor changes in laboratory procedure such as changes in glassware or type of gas chromatography column would not result in reissuing of a controlled copy SOP to the CO. However, a file detailing such changes shall be maintained on file at the laboratory and controlled copy revisions of LQAPs shall be reissued to the Contracting Officer on a semiannual basis in the event that only minor changes in laboratory procedures have been executed.*

### **3.5 Data Reports/Deliverables**

All laboratory data shall be furnished in accordance with SEDD format version 4.1 or most current version. The minimum deliverable shall be SEDD 2A for the initial year of the contract. After this point, SEDD 2B shall be expected as a minimum deliverable where instrumentation permits. In the interim period, some task orders may request a stage 2B deliverable or higher deliverable at no additional cost to the government.

All chemical laboratory data shall be delivered in the SEDD format along with a printed error-free summary log generated with a consistency check tool. The report shall be delivered to the Corps of Engineers Project Chemist, within the turn-around-time specified in the task order. As specified in the Task Order, deliverables will be one copy of the final SEDD deliverable, one copy in Adobe, and one signed original hardcopy report. The government will not accept paper copy reports and electronic deliverables with discrepancies between the two. In the event that discrepancies are revealed, the laboratory shall regenerate the deliverables.

If any discrepancies are found, no payment will be made to the laboratory for analyses in the affected data package until the discrepancies are reconciled. Final payment will be reduced if corrections are made past the task order specified turnaround time, in accordance with section 3.7.2.

The SEDD files shall be delivered via e-mail or on CD-ROM (session not closed so data can be written to disk). A separate diskette or CD shall be provided for each data package or a single compiled EDD for the entire project as specified in the task order. SEDD deliverables shall be labeled with the project name, Seattle District project identification number, laboratory report number, date and name of the laboratory.

### **3.6 Contract Execution**

#### **3.6.1 Contract Estimated Quantities**

It is estimated that approximately 700 samples requiring approximately 2000 determinations may be submitted yearly. The Contract Laboratory shall be required to furnish all sample containers, preservative(s), labor, instrumentation, equipment, tools, and supplies required to perform the analyses. Subcontracting of samples sent to the laboratory is not permitted without the prior approval of the POA project chemist. *Note: These quantities are estimates and shall not be considered to be binding on the Government. Only the minimum contract commitment is guaranteed by the Government as work to be performed under this contract.*

### **3.6.2 Contract Task Orders**

Any service required under this contract will be procured by the issuance of a task order (by the contracting officer), which will be preceded by a telephone call, electronic mail or facsimile transmission. The Contract Laboratory can decline to receive any given task order. The Contractor shall notify the Contracting Officer within 24 hours if they choose to decline any work offered. If the laboratory refuses more than 3 task orders in a row, no additional task orders will be offered to the laboratory. Work accepted by the Contract Laboratory shall meet all of the conditions and requirements of this contract.

### **3.6.3 Additional Services**

Additional testing requested by the NWS project chemist may be any procedured as listed in the Contract Laboratory's published list of services. The offerors are to submit a current list of services and price list with their bids. Under the provisions of this Contract, the Contract Laboratory agrees to perform services not listed in the bid schedule for this contract and listed in their current published materials at the prices shown, unless negotiated otherwise. The Contract Laboratory agrees to provide the Contracting Officer with all updates and changes to their list of services and price lists as they occur. Prices shall remain constant during the base period of the contract.

### **3.6.4 Access to Data**

Under normal circumstances USACE may require direct assess to laboratory data. Reasonable attempts shall be made on behalf of the laboratory and USACE to schedule these events in a manner that does not impact the laboratories normal operations.

Under rare circumstances, USACE may require direct access to all data produced by the Contract Laboratories. At any time, USACE representatives shall be granted access to data that is currently available at the laboratory for sample analyses for USACE projects with or without the prior consent. If the laboratory has an electronic system for delivery or early review of data, USACE shall be allowed electronic access to data with or without the consent of the laboratory. The Contract Laboratories shall provide written approval to the NWS CO agreeing to unrestricted access to data.

## **3.7 Non-Conformance to Contract**

### **3.7.1 Non-Conformance Investigations**

When any out-of-control event relative to contract requirements is identified by the Government a non-conformance investigation must be initiated by the Contract Laboratory. Out-of-control in this context signifies any failure to execute the specific requirements of this contract or specific analytical methodologies described by USACE, EPA, ASTM, or other regulatory agencies. All work required to perform a non-conformance investigation including preparation of a corrective action plan or report of findings and any required support documentation shall be executed at no additional expense to the Government.

In the event of such an occurrence the Contract Laboratory must initiate an investigation into possible reasons for the discrepancy, and submit a plan to resolve the problem or a summary of findings

within seven days of notification of the deficiency by the Contracting Officer. The corrective action plan or report of findings shall respond substantively to the deficiencies described by the Contracting Officer including a reasonable time frame for implementing any required corrective actions. The Contracting Officer shall determine the acceptability of the corrective action plan or report of findings and additional investigation may be required if the initial response is unacceptable. In the event that the Contract Laboratory is found to be non-responsive to contract requirements this contract may be terminated for default. All corrective action plans must be supported by the appropriate documentation as determined by the Government. The Government may require that additional raw data packages as defined in PARAGRAPH: FORMAT FOR RAW DATA PACKAGES shall be submitted and delivered to the Government offices for review. This data shall be delivered at no additional expense to the Government.

In cases where a comprehensive on-site “tape audit” is required, as determined by the Government, access to laboratory facilities and labor for laboratory staff needed to operate instruments or reprocess data in the presence of auditors shall be provided at no additional expense to the Government.

In cases where an off-site “tape audit” is required, data for project specific sample analyses, shall be provided on magnetic media (tape, floppy disc, CD-ROM, etc.) at no additional expense to the Government.

When an on-site or off-site tape audit is required the laboratory shall provide access to (or deliver) all data required to reconstruct the entire process of instrumental analysis (instrument performance check, initial calibration data, continuing calibration data, method blanks, sample analyses, LCS, etc.)

### **3.7.2 Late Delivery of Data Submittals**

Late delivery of data will result in a reduction in payment for services related to sample analysis. Data packages are due to be received within time frames specified in the task order.

- When accelerated turn-around-time has been contracted for and the data is delivered late, payment will be reduced to correspond to the applicable payment for the actual delivery of data. For example, if 24 hr. turn-around-time has been contracted for and the data is delivered after 14 days but within 21 days (normal t/a time) payment for normal turn-around-time shall be made to the laboratory.
- For normal turn-around-time (and for accelerated t/a data that is not delivered within 21 days), if analytical data packages are not received in the Seattle District offices within 21 days of the time of sample receipt at the laboratory 5% of the payment for the task order (for the corresponding sample delivery groups) will be withheld.
- At the end of the first week beyond the data due date and for each week thereafter an additional 10% of task order payment (for the corresponding sample delivery groups) will be withheld up to a maximum of 55% of the total task order.

### **3.7.3 Rejection of Data**

Data will be screened for contract compliance by the Contracting Officer. Failure to execute specific actions required by this contract will result in rejection of data for the corresponding samples.



- Failure to execute analytical methods as stated in the approved LQAPs will result in rejection of data.
- Failure to deliver analytical data in the format specified by these specifications will result in rejection of the data packages and direction to the Contract Laboratory by the Contracting Officer to reissue data deliverables in full compliance with these specifications. This work will be performed at no additional expense to the Government.
- At a minimum, payment will be denied for analytical work that is rejected for contract compliance failure. Alternatively, the Contracting Officer will require re-sampling and reanalysis at the expense of the Contract Laboratory. If this occurs, the Contract Laboratory will reimburse USACE for the full cost of re-sampling performed by USACE personnel or by USACE Contractor personnel as applicable.
- If rejection of data occurs after payment is made for the associated data and the USACE decides not to resample, the Contract Laboratory shall reimburse USACE for the cost of the analysis and no additional Task Orders will be offered until the credit is received.

#### **3.7.4 Delay of Project Work**

On-time delivery of analytical data to support the work of others is of critical importance. If late delivery of analytical data by the Contract Laboratory results in delay of work claims, the Contract Laboratory will be responsible for payment of these claims. In the event that a delay of work claim attributed to Contract Laboratory failure to deliver analytical data on time is substantiated by Contracting Officer review, this claim will be paid by the Contract Laboratory directly to the AE or construction contractor.

### **3.8 Invoicing**

The Contract Laboratory shall submit a Draft Invoice with the submittal of the data package per Section 3.5 Data Reports/Deliverables. Upon verification, that submittal is in compliance with Contract requirements, a request for an Invoice will be forwarded to the Contract Laboratory by the NWS project chemist or designee. The requested Invoice will take into account any Late Penalties per Section 3.7.2 and Rejected Data per Section 3.7.3. Data verification will be accomplished no later than 35 days after submittal of the final data package for the Task Order.

### **3.9 Review of Contract Laboratory Performance**

The performance of the Contract Laboratory will be monitored by the Contracting Officer through technical review and comparison of data generated by other laboratories. USACE reserves the right to send performance evaluation (PE) samples, conduct on-site inspections, and instigate review meetings, if deemed necessary. If the Contract Laboratory has performance problems, the Contract Laboratory will be required to take corrective actions. Should the Contract Laboratory fail to solve the problems satisfactorily in a timely manner, additional task orders will not be issued until such time as corrective actions are completed to the satisfaction of the Contracting Officer. If the Contract Laboratory is suspended or debarred by another government regulatory agency, the contract may be terminated for convenience by the District.

In addition to any performance evaluation samples submitted by the Contracting Officer during this project, the Contract Laboratory shall be a participant in performance audit programs offered through

federal agencies such as the EPA, and other such programs offered or mandated at the state level. Results of these audits shall be furnished to the Contracting Officer as soon as they become available.

## **SECTION 4 GENERAL LABORATORY REQUIREMENTS**

---

Per ER 1110-1-263, each laboratory performing work for USACE shall comply with ISO/IEC Guide 25. This may be accomplished by the application of the USACE laboratory validation as identified in ER 1110-1-263. Procedures for the laboratory validation process are described in EM 200-1-1. The following laboratory requirements are pursuant to meeting the standards established within the noted references. Individual project requirements may be more or less stringent than those described in the following sections.

### **4.1 Laboratory quality system**

A laboratory must establish, implement, and maintain a quality system appropriate for the type, range, and volume of analytical services it provides. The elements of this quality system shall be documented within a Laboratory Quality Assurance Plan (LQAP) or related documentation. Laboratory management is responsible for communicating the stated policies and practices to laboratory personnel, ensuring all information is clearly understood and implemented. The laboratory shall perform periodic audits of activities to verify compliance with the quality system. When deviations are discovered, the laboratory shall take immediate corrective action to remedy the situation or practice, notifying any client whose work may have been affected.

### **4.2 Laboratory Quality Assurance Plan (LQAP)**

The laboratory shall prepare a written LQAP, which describes the general and specific procedures used within the laboratory to achieve scientifically valid and legally defensible data. *This documentation requirement pertains exclusively to the laboratory and is not considered equivalent to the Quality Assurance Project Plan (QAPP), which is an integral part of the project-related SAP.* The Quality Management Plan shall present the policies, organization, objectives, functional guidelines, and specific QA and QC activities of the laboratory designed to achieve the data quality requirements when running performance-based methods, such as the SW-846 methods. SOPs pertaining to each element shall be included or referenced as part of this Quality Management Plan and shall describe the specific operational and analytical procedures as normally implemented by the laboratory. This plan shall include, at a minimum, the following elements:

- Table of Contents, and applicable lists of references and glossaries, and appendices.
- QA policy, objectives, and commitments, any allowable departures from documented policies.
- Organization structure and personnel — include descriptions of key personnel, identify relationships between management, operations, support, and QA personnel.
- Facilities and equipment.
- Document control — notebook policy, sample tracking and custody procedures, LQAP and SOP organization and control.

- Scope of analytical methodologies provided— sample preparatory and determinative procedures available; methods implementation/calibration procedures and frequency, standards preparation procedures, traceability of measurements and procedures employed, decision processes/procedures/responsibility for initiation of corrective action.
- Data generation — data collection procedures, data reduction procedures, data evaluation procedures, data reporting/authorization procedures.
- Quality control — solvent/reagent checks, reference material analysis, internal QC checks, retesting or corrective action implementation, verification of electronic data management systems.
- QA — determination and monitoring of method QA performance, systems/internal audits, customer complaints resolution, performance/external audits, inter-laboratory comparisons and proficiency programs, corrective action procedures, and QA reporting procedures.
- Procedures to ensure that all records required under this contract are retained, as well as procedures for control and maintenance of documentation through a document control system which ensures that all standard operating procedures (SOPs), manuals, or documents clearly indicate the time period during which the procedure or document was in force.
- Identification of the laboratory's approved signatories; at a minimum, the title page of the QA Manual must have the signed and dated concurrence, (with appropriate titles) of all responsible parties including the QA manager(s), technical director(s), and the agent who is in charge of all laboratory activities such as the laboratory director or laboratory manager.
- The laboratory's procedures for achieving traceability of measurements.
- A list of all test methods under which the laboratory performs its accredited testing.
- Mechanisms for ensuring that the laboratory reviews all new work to ensure that it has the appropriate facilities and resources before commencing such work.
- Reference to the calibration and/or verification test procedures used.
- Procedures for handling submitted samples.
- Reference to the major equipment and reference measurement standards used as well as the facilities and services used by the laboratory in conducting tests.
- Reference to procedures for calibration, verification and maintenance of equipment.
- Reference to verification practices which may include interlaboratory comparisons, proficiency testing programs, use of reference materials and internal quality control schemes.
- Procedures to be followed for feedback and corrective action whenever testing discrepancies are detected, or departures from documented policies and procedures occur;
- The laboratory management arrangements for exceptionally permitting departures from documented policies and procedures or from standard specifications.
- Procedures for dealing with complaints.
- Procedures for protecting confidentiality (including national security concerns), and proprietary rights.
- Procedures for audits and data review.
- Processes/procedures for establishing that personnel are adequately experienced in the duties they are expected to carry out and are receiving any needed training.

- Reference to procedures for reporting analytical results.

### **4.3 Laboratory organization, management, and analytical personnel responsibilities**

The laboratory shall have sufficient personnel with appropriate education, current training, and experience to fulfill their assigned duties. The laboratory shall promote independence of judgment and integrity with well-defined responsibilities outlined for each individual within the laboratory organization. Personnel training records shall be maintained by the laboratory.

#### **4.3.1 Laboratory Management**

Laboratory management shall, at a minimum, have a technical director/manager responsible for overall technical operations. The technical director shall have a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline, and a minimum of 2 years of laboratory experience. The laboratory management shall have sufficient authority and resources to fulfill their duties accordingly. Management staff shall be responsible for actively supporting the following at a minimum: implementing the policy and practices defined within the LQAP, maintaining accurate SOPs and enforcing their use in the laboratory, participating in inter-laboratory comparisons and proficiency testing, certifying that personnel performing all tests have proper education and training, providing appropriate management and supervisory support to ensure adequate supervision of technical staff, providing a contingency plan that identifies backup personnel for key laboratory positions (i.e., technical director/manager, QA officer/manager, etc.) in the event of personnel absence, having policy and procedures in place that ensure protection of clients' confidential information and proprietary rights, and maintaining a work environment that emphasizes the importance of data quality.

#### **4.3.2 Laboratory Quality Assurance Officer**

The laboratory shall, at a minimum, have a QA officer/manager, responsible for the laboratory quality system. The laboratory QA officer shall be responsible for maintaining the quality system and overseeing the QA aspects of the data. The QA officer shall work independently of the laboratory production management and have direct access to the highest level of management for decisions on laboratory policy and resources. In laboratories with limited staff (i.e., <10 technical personnel) the QA officer may also perform duties as the technical director or deputy technical director. QA officer shall, at a minimum, serve as a focal point for QA issues, perform oversight and QA review for all nonconformance reports, perform QA review for a percentage of laboratory analytical batches or project data packages, evaluate data objectively, independent of laboratory management influence, possess a general knowledge of the methods for which data review is performed, conduct internal audits on the entire technical operation annually, and monitor laboratory method performance by control charts/ranges evaluation, promoting method improvements as necessary. This individual shall have a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline and be familiar with all laboratory operations. A minimum of 3 years of laboratory experience, including at least 1 year of applied experience with QA principles and practices in an analytical laboratory, is required. In addition, a working knowledge of general statistical concepts is recommended to support data review and method performance monitoring responsibilities.

### 4.3.3 Organic Chemistry Section

If applicable, the laboratory shall maintain an Organic Chemistry Section with appropriate personnel, facilities and instrumentation to conduct the work required. The following disciplines must be clearly represented and staffed as project testing dictates.

**4.3.3.1 Organic chemistry section supervisor(s).** The GC/MS, GC, or Sample Preparation Laboratory Supervisors are responsible for all technical efforts of their respective sections, providing sufficient oversight of activities to ensure that data meet all terms and conditions expressed for the project. These individuals shall possess documentation supporting demonstration of performance for all areas for which they provide supervision. In addition, they shall have a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline and a minimum of 3 years of laboratory experience, including at least 1 year of supervisory experience.

**4.3.3.2 GC/MS analyst.** Qualifications for these individuals should be a minimum of 1 year of experience in operating and maintaining GC/MS with a bachelor's degree in chemistry or in any related scientific/engineering discipline, or in lieu of the bachelor's degree, 3 years of experience in operating and maintaining the GC/MS and interpreting GC/MS data.

**4.3.3.3 Gas chromatography (GC)/high performance liquid chromatography (HPLC) analyst(s).** Qualifications for these individuals should be a minimum of 1 year of experience in operating and maintaining GC/HPLC equipment with a bachelor's degree in chemistry or a related scientific/engineering discipline, or in lieu of the bachelor's degree, 3 years of experience in operating and maintaining the GC/HPLC and interpreting GC/HPLC data.

**4.3.3.4 Extraction/concentration technician.** Qualifications for these individuals should be a minimum of a high school diploma and 1 year of college general chemistry. These individuals should also have a minimum of 1 year of experience in extraction/concentration.

### 4.3.4 Inorganic Chemistry Section

If applicable, the laboratory shall maintain an Inorganic Chemistry Section with the appropriate personnel, facilities, and instrumentation to conduct the work required for the project. The following disciplines must be clearly represented and staffed as project testing dictates.

**4.3.4.1 Inorganic section supervisor(s).** The metals, wet chemistry, or sample preparation laboratory supervisor(s) is responsible for all technical efforts of the respective laboratories, providing sufficient oversight of activities to ensure that data meet all terms and conditions for each project. These individuals shall possess documentation supporting demonstration of performance for all areas for which they provide supervision. In addition, they shall have a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline and a minimum of 3 years of laboratory experience, including at least 1 year of supervisory experience.

**4.3.4.2 Inductively coupled plasma (ICP) analyst.** Qualifications for these individuals should be a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline with 1 year of experience in operating and maintaining ICP instrumentation, or in lieu of the educational requirement, three additional years of experience in operating and maintaining ICP instrumentation.

**4.3.4.3 Atomic absorption (AA) analyst.** Qualifications of these individuals should be a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline with 1 year of experience in operating and maintaining AA instrumentation for graphite furnace, flame, and cold vapor AA, or in lieu of the educational requirement, three additional years of experience in operating and maintaining AA instrumentation, including graphite furnace, flame, and cold vapor techniques.

**4.3.4.4 Inorganic sample preparation technician.** Qualifications for these individuals should be a minimum of a high school diploma and a college level course in general chemistry or equivalent. These individuals should also have a minimum of 1 year of experience in sample preparation in an analytical laboratory.

#### **4.3.5 Wet chemistry analyst**

Qualifications of these individuals should be a minimum of a bachelor's degree in chemistry or any related scientific/engineering discipline. These individuals should also have a minimum of 1 year of experience with classical chemistry laboratory procedures in conjunction with the education qualifications, or in lieu of the educational requirement, 2 years of additional equivalent experience.

#### **4.3.6 Radiochemical techniques analyst.**

If applicable to the needs of a specific project, qualifications of these individuals shall be a minimum of a bachelor's degree in chemistry/physics or any related scientific/engineering discipline with 1 year of experience in performing radiochemical analyses, or in lieu of the educational requirement, three additional years of experience in operating and maintaining radiochemical instrumentation.

#### **4.3.7 Technical staff backup**

The laboratory shall have a minimum of one chemist available at any time as a backup technical person for each analytical area to ensure continuous operations and accomplish the work required. These individuals shall have similar education and experience requirements to the primary analyst.

#### **4.3.8 Sample custodian**

The laboratory shall also maintain and staff support positions for Sample Custodian. Qualifications for these individuals shall be at a minimum of a high school diploma and appropriate on-the-job training.

#### **4.3.9 Information Management Specialist**

The requirements for this position can be found in section 3.1.

## 4.4 Laboratory facility and equipment

### 4.4.1 Laboratory facility requirements

The laboratory shall provide a secure testing facility that can accommodate the proper performance for the type, range, and volume of analytical services it provides. Facility entries must be controlled and monitored as necessary to assure restricted access, especially for areas affecting the quality of activities or data. The design of the facility must provide effective separation of incompatible testing activities and adequate energy sources, lighting, heating/cooling, and ventilation to ensure stability of voltage, temperature, humidity, or other pertinent environmental conditions. This may involve inclusion of an area under positive pressure for analysis of volatile organic compounds (VOC). Adequate monitoring of environmental conditions and general housekeeping shall be maintained to avoid any influence on the testing activities performed.

### 4.4.2 Laboratory equipment requirements.

The laboratory shall provide sufficient equipment, instruments, and related supplies for proper performance of work. All equipment used shall be reflective of the measurement accuracy necessary. The laboratory shall ensure that all equipment and supplies purchased are inspected, a unique identifier assigned to it, and the equipment verified as compliant with all relevant requirements prior to their initial use. Records of all suppliers used to obtain support services and materials shall be maintained.

**4.4.2.1 Equipment preventive maintenance.** To minimize downtime and interruption of analytical work, preventive maintenance shall be routinely performed on each analytical instrument. Designated laboratory personnel shall be trained in routine maintenance procedures for all major instrumentation. When repairs are necessary, the equipment shall be taken out of service, repairs performed by either trained staff or trained service engineers, and an evaluation of the impact on previous calibrations or tests performed. It is generally recommended that maintenance contracts be maintained on all major analytical instruments. Detailed SOPs shall be on file or the information incorporated into method SOPs/LQAP that describe preventive maintenance procedures and schedules. The laboratory shall maintain detailed logs for each instrument documenting the preventive maintenance and repairs performed.

**4.4.2.2 Equipment backup capabilities.** Backup instruments shall be designated in case of an extended breakdown for an analytical instrument. It is the laboratory's responsibility to have a backup plan in force to ensure that all sample holding times can be met. This plan can include rental of backup instruments or the use of another USACE validated laboratory for a given procedure. All equipment outside of the laboratory's permanent control shall be evaluated to ensure that all relevant requirements are met prior to its initial use. ***Before any subcontracting is performed, USACE must be informed and approval given ( in writing) by the USACE CO or COR.*** The laboratory shall ensure, and be able to document, that all subcontractors employed are competent to perform the duties requested and comply with all of the requirements established within this guidance and EM 200-1-1, as appropriate.

**4.4.2.3 Laboratory equipment records.** The laboratory shall maintain appropriate records or documentation for all instruments and support equipment to identify type of equipment; manufacturer's name or equipment make, model, and any serial numbers or unique identifiers; dates

received and placed into service; condition when purchased (new, used, etc.); current location; manufacturer instructions/manuals; history of any damage, modification, or repair; instrument maintenance logs; and calibration/calibration verification run logs.

## **4.5 Laboratory SOP**

Laboratories shall be required to maintain written, approved laboratory-specific SOPs for all methods and general operations. Laboratory-specific SOPs that fully detail the actual procedures and documentation used to implement performance-based methods are required. Simply referencing a given method or method number is not sufficient. Overall, these SOPs should be based on the guidance published by USEPA (EPA QA/G-6). The SOPs shall be written narrative, stepwise descriptions of laboratory operating procedures. The SOPs shall accurately describe the equipment and the actual procedures used in the laboratory. Copies of the SOPs shall be readily available to the appropriate laboratory personnel. Calculations that are performed external to an instrument or in its automation software shall be documented in the SOPs. The SOPs shall also identify an appropriate estimation of uncertainty for all measurements by the designation of appropriate class/grade of equipment within the SOP, or by the number of significant figures recorded based upon the accuracy of the equipment used. The format for SOPs may vary depending upon the kind of activity for which they are prepared. However, at a minimum, the following sections shall be included: Title/Signature/Effective Date page; Scope and Application; Method Summary; Sample Preservation, Containers, Handling, and Storage; Interferences and Potential Problems; Equipment and Apparatus; Reagents and Solutions; Procedures; Calculations; Quality Assurance/Quality Control; Corrective Actions, Data Evaluation; MDL Studies/Sensitivity Assessment; Health and Safety; Sample Disposal; References; and Example Forms. Laboratory SOPs shall be given unique identification (ID) numbers. These SOPs shall be controlled documents that are reviewed annually or updated as necessary whenever procedure/method changes are made and a new version number assigned. Retired SOPs shall be maintained on file by the laboratory in case data quality questions arise later.

## **4.6 Document Control Procedures**

The laboratory shall maintain records documenting all phases of sample handling from sample receipt to final analysis. Accountable documents used by laboratories include, but are not limited to, logbooks, chain-of-custody records, sample work sheets, bench sheets, instrument printout, and other documents relating to the sample or sample analysis. The laboratory shall use a document numbering and identification system for all documents/logs. All observations and results recorded by the laboratory shall be recorded on either preprinted laboratory forms or permanently bound laboratory logbooks, or entered into secure computer systems. Observations including noting basis for any manual integrations performed are recommended. Pages in both the bound and unbound logbooks shall be sequentially numbered. Preprinted laboratory forms shall contain the name of the laboratory and be dated (month/day/year) and signed by the person(s) performing the activity at the time the activity was performed. Permanently bound laboratory logbooks shall be dated and signed by the person performing the activity at the time the activity was performed. All logbook entries shall be in chronological order. All entries shall be recorded in indelible ink. Unused portions of the logbooks shall be "z'd" out. Corrections to logbooks shall be made by drawing a single line through the error and entering the correct information. Corrections and additions shall be dated and initialed. Computer forms shall contain the name of the laboratory and be dated and signed by the person performing the activity at the time the form is printed. Computer systems must be established to maintain the integrity of the data, i.e., verified to ensure accurate capture, processing, manipulation, recording, and reporting of data, configured to restrict access and provide for appropriate backups



and audit trails, etc. The laboratory shall retain on record all original observations, calculations and derived data, calibration records, and a copy of the test report for a minimum of five (5) years, or as specified by project requirements if longer periods are defined. In the event of laboratory closure, all records shall be transferred to the appropriate USACE clients.

#### **4.6.1 Standard preparation log**

Standard preparation logs shall document the preparation of all calibration standards and spiking standards associated with the respective analysis (e.g., the initial calibration, CCV, and initial calibration verification (ICV) standards as well as the MS, LCS, surrogate, and postdigestion spike (PDS) spiking standards). The laboratory shall maintain complete internal documentation for all standards and reagents used that allows traceability back to the original source. At a minimum, the standard preparation logs must clearly specify the following for all standards:

- Sources (e.g., manufacturer and lot number for commercial stock solutions)
- Composition (e.g., initial and final concentration of all target analytes, type and purity of standards)
- Preparation and expiration dates
- Unique ID number of the standard
- Reagents and solvents added to standards (including source and lot numbers)
- Name of preparer

When a standard is prepared via the dilution of a stock solution, the spiking volume and concentration of the stock solution and the final volume and concentration of the diluted standard shall be specified and documented accordingly. Manufacturer certificates for commercially purchased stock standards must be maintained. When the laboratory prepares its own stock solutions, calculations and conversion factors shall be shown in the standard preparation log (e.g., a general formula or sample calculations).

#### **4.6.2 Sample preparation log**

Sample preparation logs shall document all significant sample preparation activities. All reagents/standards used shall be clearly identified (e.g., with lot numbers) on the appropriate laboratory bench log sheets. The sample preparation logs must include the following information:

- Sample and batch ID numbers
- Matrix
- Preparatory method (method or laboratory SOP ID number)
- Date of sample preparation
- Initial volume or weight of the sample processed
- Final volume of the sample processed (after digestion, extraction, or cleanup)
- Percent moisture (for solid samples)

- Reagents and solvents added to the samples (including source and lot numbers)
- Any pH and preservation checks and adjustments performed
- Spiking standards (ID number of the LCS, and MS spiking solutions, volume added, and the final spike concentration)
- Name of analyst

#### **4.6.3 Instrument run log**

Instrument run logs shall be maintained for each instrument to enable a complete reconstruction of the analytical run sequence. Run sequence logs must indicate the unique identifier appropriated for the instrument used to generate the data, the date of analysis, and the aliquot volume of the sample analyzed (e.g., the injection volume for chromatographic methods). The time of analysis must be specified for chromatographic methods. The order in which field and QC samples are collected and presented shall be consistent with the temporal order in which the analyses were performed. Run logs must clearly indicate which field and batch QC samples are associated with each ICV and CCV.

Instrumental analysis logs are particularly important since they provide the basic link between the sample analyses and QC data. Computer logs may be used if all of the preceding information is captured.

#### **4.6.4 Computer/instrument outputs**

Computer/instrument printouts or other independent information can be incorporated into logbooks if such printouts can be permanently affixed to the appropriate logbook.

#### **4.6.5 Electronic data management**

Electronic data management systems shall be verified by the laboratory to ensure accurate data transfer, reduction, and reporting. All aspects of the data management system shall be fully documented as compliant with USEPA Good Automated Laboratory Practices (GALP) requirements (EPA 2185).

### **4.7 Laboratory quality assurance procedures**

The Contract Laboratory shall ensure the quality of results by maintaining an integrated QA system of activities involving the planning, implementation, assessment, reporting, and quality improvement of data. Refer to ISO/IEC Guide 25 and American National Standards Institute/American Society for Quality Control for additional information. These activities are typically performed or facilitated by the Contract Laboratory QA Officer and include the performance of periodic audits (system and technical); participation in proficiency testing programs/inter-laboratory comparisons, routine analysis of certified reference materials or second source reference materials, and monitoring method performance (sensitivity, precision and bias) through an evaluation of the MDL study or MDL check sample, and batch QC sample (MB, LCS) control ranges/charts.

## 4.8 MDL/MQL

### 4.8.1 Method Detection Limit (MDL)

The MDL is the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix containing the analyte. For this contract the Contract Laboratory shall, at a minimum, perform MDL studies during initial method setups and whenever the basic chemistry of the procedures is changed. The MDLs shall be preparatory-method-specific and include any cleanup methods used. Since it is not practical to establish an MDL for each specific matrix received at any given laboratory, MDLs shall be determined for all target analytes in an interference-free matrix, typically reagent water for aqueous samples, and a purified solid matrix (e.g., sand) for soil/sediment samples. The Contract Laboratory may determine MDLs using procedures presented in 40 CFR, Part 136, Appendix B, or equivalent statistical approach. The validity of the MDL study is verified per CFR requirements by comparing the analyte values to the calculated MDL. If the analyte values are below the calculated MDL or greater than ten (10) times the calculated MDL, an unacceptable bias may be induced; and the MDL cannot be reported. ***To ensure that valid MDL values are determined, the Contract Laboratory shall analyze an MDL check sample by spiking an interference-free matrix with all target analytes at about two times the calculated MDL.*** The MDL check sample shall be taken through all the preparatory and determinative steps used to establish the calculated MDL values, to verify a response is detected. If any of the target analytes are not detected, then the concentration shall be increased in another MDL check sample, and the analysis repeated until the failed target analytes are detectable. The detectable target analyte concentrations shall then be used in lieu of the calculated MDL values to establish the lowest detected concentration for samples taken through all appropriate method procedures. ***The Contract Laboratory will then demonstrate continued method detection capability by analyzing the MDL check sample on a quarterly basis, in addition to the annual MDL study.*** When multiple instruments or confirmation columns are used for the same method, separate MDL studies may be replaced by the analysis of an MDL check sample on all instruments/columns. The MDL check sample shall be analyzed after major instrument maintenance or changes in instrumentation or instrumental conditions to verify the current sensitivity of the method. ***When low-level detection in a project matrix is critical the NWS project chemist can request that the Contract Laboratory perform a MDL check sample in project-specific matrices.***

### 4.8.2 Method Reporting Limit (MRL)

Due to the significant amount of error (approximately  $\pm 100$  percent) associated with results calculated at the MDL and the fact the MDL may not be attainable within project matrices, the method reporting limit (MRL) for work performed under this contract, shall be established at a factor of five to ten times the MDL for the majority of target analytes, but no lower than three times the MDL for any target analyte. The statistical error ( $\pm 20$ -30 percent) associated with this area of the calibration curve is notably reduced from the MDL. The appropriate factor applied to the MDL to establish the MRL shall be based upon discussions between the Contract Laboratory and the NWS project chemist. Ideally this MRL shall have an associated error comparable to the method-prescribed continuing calibration verification (CCV) acceptance limits. This may not be feasible, however, due to a lower concentration range of interest. This approach, however is not appropriate for multicomponent target analytes. Due to the identification of multicomponent target analytes (e.g., polychlorinated biphenyls (PCBs), chlorodane, toxaphene, gasoline, etc.) being based upon a

recognizable pattern, the MRL shall be based upon the MDL as well as the concentration at which the pattern is reliably “identifiable”. Thus the MRL represents the value at which the Contract Laboratory has demonstrated the ability to reliably quantitate target analytes within a prescribed performance criterion for the method, and establishes the lowest concentration at which the data may be reported without qualification as an estimated value (i.e., J-flag).

*USACE requires the following:*

- *The MRL is set at the lowest standard used for the initial calibration curve (or low-level calibration verification standard) or higher for each target analyte. The lowest standard or low-level calibration verification standard must be at least three times the MDL or greater.*
- *Target analyte values detected and reported below the MRL must be flagged as an estimated quantity (i.e., J-flag)*

## **SECTION 5: CONTRACT LABORATORY SAMPLE HANDLING REQUIREMENTS**

---

### **5.1 Sample Receipt Requirements**

Samples will be shipped, from the project sites to the Contract Laboratory. The Contract Laboratory shall accommodate overnight shipping of all samples and containers to and from the Seattle District job sites or Area Offices and make arrangements to receive samples on weekends, if necessary, at no additional charge. The government or USACE contractor will notify the Contract Laboratory at least 48 hours in advance if weekend pickups or deliveries will be required.

### **5.2 Sample Receipt Notification**

Each cooler sent to the Contract Laboratory will be accompanied by a chain-of-custody (COC) record. USACE personnel or USACE contractors will be responsible for the generation of a completed COC form. Upon receipt at the Contract Laboratory, the laboratory shall accurately document disposition and custody of the samples during each phase of the analytical process. The Contract Laboratory shall fax or email in PDF format each COC form to the Seattle District Project Chemist within 24 hours of sample receipt. If a USACE contractor submitted samples, copies of COCs will be submitted to both the Seattle District Project Chemist and the USACE contractor within 24 hours of sample receipt. If sample coolers are received on a Friday after noon or on a Saturday or Sunday, the COC and Cooler Receipt Form shall be faxed/emailed to the Seattle District Project Chemist by 10 AM the next business day.

### **5.3 Sample Receipt Documentation**

The receiving laboratory's chain-of-custody, sample storage, and distribution for analysis shall be documented per specific Contract Laboratory LQAPs and shall comply with all EPA and USACE sample handling and chain-of-custody procedures and protocols. Complete documentation of all incoming sample shipments is expected. This will include, at a minimum, the following:

- Signing for sample shipments.
- Receiving and reviewing all shipments for completeness and accuracy against enclosed forms and letters.
- Signing and dating the enclosed chain-of-custody forms
- Logging the temperature of the cooler and temperature blank.

*All thermometers must have a 0.1°C accuracy and a complete calibration log must be maintained for each device used.. If an IR instrument is used to measure temperature, the laboratory must document a unique instrument ID on the sample receipt sheet as well as maintaining complete calibration logs for that instrument*

- Logging all shipments of samples into appropriate log books and/or computer systems.
- Contacting the NWS project chemist immediately for resolution of any problems that may have been noted.
- Individual cooler receipt forms will be used for each cooler to verify and document any problems noted.

*Each Cooler Receipt Form shall be faxed or emailed to the Seattle District Project Chemist and one individual at a USACE contractor, if applicable, within 24 hours of sample receipt*

## **5.4 Sample Preservation**

### **5.4.1 Field Samples**

The requirements for preservation of soil and water samples will be documented in the LQAP or the site-specific Sampling and Analysis Plan (SAP). Also, these requirements are listed in the text of the analytical method (SW-846 or other). The Contract Laboratory shall verify the field sample preservation of each sample received and document this inspection on the Cooler Receipt Form. Preservation of VOC samples shall be checked at the time of sample analysis. All deviations from preservation requirements shall be noted in the narrative portion of the data report.

All pH measurements shall be made by pipetting liquid from the sample container onto short-range pH paper.

### **5.4.2 Lab Samples**

The Contract Laboratory shall provide an adequate, contamination-free, secure, and well-ventilated work space for the receipt of samples. All samples and their associated extracts must be stored under conditions that will preserve their integrity and preservation and demonstrated to be free from all potential contaminants. Sufficient refrigerator space must be provided for the proper storage of all appropriate samples and their associated extracts for a minimum of sixty (60) days after receipt of the final data report by the Contracting Officer for those samples. After that time, the Contract Laboratory is responsible for the disposal of the samples in compliance with all federal, state, and local regulations at no additional expense to the Government.

## **5.5 Holding Times**

All samples shall be handled in such a manner that all sample extraction and analysis holding times are met. Sufficient time shall also be allowed for the reanalysis of samples within holding times should

calibration, method, or quality control failures occur. These holding times are stated in the text of the test methods. SW-846 defines holding times from the date the sample is collected in the field.

Extraction/digestion holding times shall be defined from the date/time of sample collection in the field to the date/time when the sample is first exposed to the extraction/digestion solvent. Analysis holding times shall be defined from the date/time of sample extraction to the date/time of sample analysis. It is required that laboratories maintain documentation that clearly show the dates (and times when applicable) for all sample handling/manipulation processes. Samples shall be analyzed as soon as possible after sample collection. Published holding times are generally considered maximum times that samples may be held before analysis and still be considered compliant with method guidelines. Sufficient time shall be allowed for the reparation or reanalysis of samples within holding times should calibration, method, or quality control failures occur.

## **5.6 Sample Integrity**

The Contract Laboratory shall maintain the integrity of the samples received, their associated extracts, and the data generated under this contract as it is used to make major decisions regarding the public health and environmental welfare. In addition, the data may be used in litigation. The Contract Laboratory shall maintain sample and extract chain-of-custody within the laboratory throughout sample handling, preparation, and analysis through the use of appropriate documentation and forms. All data generated will be maintained in such a manner as to support potential litigation activities.

## **5.7 Return of Shipping Materials**

The Contract Laboratory shall return the original sample cooler and any ice packs and/or other reusable coolant materials to the **owner** in a timely manner (overnight air is not required) at the Contract Laboratory's expense.

# **6 GENERAL ANALYSIS REQUIREMENTS**

---

## **6.1 Project Application**

The requirements presented in this guidance shall be applied to all analytical methods unless specifically overridden by project-specific requirements. Target analyte lists are provided in Tables 3-1 (metals) and 3-2 (organics). Specific data quality objectives (DQOs) are project dependent and will be made available to the Contract Laboratory with each task order.

## **6.2 Method Development/Initial Demonstration of Capability**

For each method performed, the laboratory shall maintain documentation that demonstrates each analyst's ability to perform the method within the sensitivity and precision/bias limits as stated in the published method, and any requirements outlined within the LQAP. Repeat these procedures when there is significant change in the method, instrumentation, or personnel. For each new method the laboratory shall perform and maintain documentation for the following:

- Develop a detailed SOP before implementation of that method. Refer to Section 4.1 for requirements.
- Evaluate method sensitivity by performing an initial MDL study for each matrix per 4.8.1. Due to the difficulty in obtaining a solid interference-free matrix for metals determinations, process spiked reagent water for both the aqueous and solid digestion methods to estimate aqueous and solid MDLs for graphite furnace atomic absorption (GFAA) and ICP analyses.
- Determine an appropriate MRL for each compound and matrix based upon the calculated MDL and the guidance established in Section 4.8.2.
- Perform an initial demonstration for the method, noting all key employees' (i.e., technicians and analysts) ability to perform the method within the precision/bias limits as stated in the published method. A minimum of four laboratory control samples shall be carried through the method at the same time, or over a period of consecutive days. This control sample shall be obtained from an outside source, if available, or from a lot independent of the calibration standards. The concentration of each target analyte shall be approximately 10 times the MDL. Using the four results, calculate the mean recovery and standard deviation for each parameter or target analyte of interest. Compare the method precision and bias of the laboratory to the method performance summary presented within the published reference method. If any target analytes exceed the acceptance range, the performance is unacceptable. For all unacceptable target analytes or parameters, corrective actions shall be taken to locate the source of the problem, and the test should be repeated. The laboratory must maintain documentation for each analyst performing analysis.

### **6.3 Continuing Demonstration of Capability**

All analysts shall be required to demonstrate their continuing capability to perform any given method by ensuring the following:

- All applicable SOPs are kept current and represent the current implementation of the method by the laboratory.
- The sensitivity of each method is demonstrated quarterly by analyzing the MDL check sample, and annually by an MDL study.
- Any adjustments to the MRL based upon noted changes in method sensitivity are made.
- A minimum of one blind PE sample is analyzed successfully on an annual basis.
- The precision and bias of the method are demonstrated by analyzing laboratory control samples and other QC check samples with each batch of samples processed, and monitored by review of method control ranges/charts.

### **6.4 Data Integrity Program**

The Contract Laboratory shall maintain an organized program to assure the integrity of analytical data. For the purposes of this contract data integrity will be defined as the ability to faithfully reproduce the events of the analytical process leading to a data report and obtain the same result. Several alternatives are available for the Contract Laboratory to meet the requirement for a data integrity program. The Contract Laboratory may implement Good Automated Laboratory Practices

(USEPA, 1995) or General Requirements for the Competence of Calibration and Testing Laboratories (ISO/IEC Guide 25-1990) as a means of partially satisfying the requirements of this contract for maintenance of a data integrity program.

#### **6.4.1 Minimum Requirements**

At a minimum the Contract Laboratory data integrity program must contain the following elements:

A. Ethics Policy. The Contract Laboratory shall have a formal ethics policy that is signed by a senior executive within the laboratory organization. All laboratory personnel involved in USACE projects shall be required to read the laboratory ethics policy and records shall be maintained to demonstrate that this requirement is met. All laboratory personnel involved in USACE projects shall sign a similar statement indicating that they will conform with the laboratory ethics policy and inform laboratory management if they become aware of questionable acts committed by other laboratory personnel.

B. Ethics Training. The Contract Laboratory shall have a formal ethics training program that provides for periodic, documented training of all laboratory staff in the practical implementation of the corporate ethics policy. In addition to providing training in the theoretical rationale underlying the corporate standards for ethical conduct, the ethics training shall provide for practical illustrations typical of the environmental laboratory that are illustrative of appropriate ethical conduct.

C. Laboratory Self-Audit. At periodic intervals the Contract Laboratory Quality Assurance staff shall perform an audit of the laboratory compliance with standard operating procedures for data reduction processes. This audit shall be conducted by selecting a representative set of analyses (one sample delivery group) and tracking the process of analysis of these samples through the entire laboratory from sample receiving to data reporting. Special emphasis shall be placed upon reprocessing all data required to verify that the analytical system was in control and consistent with Contract Laboratory standard operating procedures. This effort shall include, as appropriate for the analysis, reprocessing of all initial calibration data, instrument performance data, continuing calibration data, batch quality control data, and sample analyses. Reprocessed results shall be compared to the originally derived results to determine if there are any significant differences between the two. This type of self-audit must be performed on a quarterly basis. Documentation of this review process shall be available for inspection by the Contracting Officer.

E. Project Specific Laboratory Self-Audit. As directed by the Contracting Officer the Contract Laboratory shall perform self auditing for specific projects as described above for one sample delivery group (not to exceed 20 samples). Documentation of project specific self audits shall be delivered to the Contracting Officer with the data packages for the project that it is requested for. This activity shall not be requested at a frequency greater than once every three months.

F. All aspects of the Contract Laboratory data integrity program as required by these specifications shall be performed at no additional expense to the Government.



## 6.4.2 Data Fraud/Inappropriate Practices

The data produced by a laboratory typically provide the primary basis for environmental cleanup decisions and enforcement actions. The data may also end up in court. The laboratory must be aware of requirements and be able to show that requirements were met. Documentation that would clearly show how all analytical values were obtained must be maintained by the laboratory for 5 years.

**6.4.2.1 Data Fraud.** Data fraud can be loosely defined as a gross deviation from contract-specified or method-specified analytical practices, combined with the intent to conceal the deviation. The difference between poor analytical judgment and fraud may be assessed in the documentation of intent within laboratory records. Gross deviations from specified procedures shall be investigated for potential fraud, and findings of fraud shall be prosecuted to the fullest extent of the law. The following are examples of fraudulent practices:

- Inappropriate use of manual integrations to meet calibration or method QC criteria. For example, peak shaving or peak enhancement are considered fraudulent activities if performed solely to meet QC requirements.
- Time travel of analyses to meet method 12-hour clock requirements.
- Falsification of results to meet method requirements.
- Reporting of results without analyses to support (e.g., dry-labbing).

**6.4.2.2 Inappropriate Practices.** Inappropriate practices may include the following:

- Selective exclusion of data to meet QC criteria (i.e., initial calibration points dropped without technical or statistical justification).
- The repetitive analysis of QC samples and the reporting of only the best result to avoid corrective actions. For example if two or more CCVs are analyzed in an automated run sequence. The last CCV passed but the first CCV fails, then it would be inappropriate to report only the second CCV, and to not perform appropriate corrective actions.
- Multiple instrument or method blanks should not be analyzed prior to other QC samples as a means to address carry-over problems, when these blanks are not analyzed before environmental samples also. QC samples must be analyzed in a manner that is representative of the manner in which environmental samples are analyzed, and not given preferential treatment.
- Misrepresentation of laboratory performance by presenting calibration data or QC limits within data reports that are not linked to the data set reported, or QC control limits presented within LQAP that are not indicative of historical laboratory performance or used for batch control.
- Notation of matrix interference as basis for exceeding acceptance limits (typically without implementing corrective actions) in interference-free matrices (e.g., MB or LCS).
- Manual integration of peaks when other techniques are better suited.

To avoid miscommunication, the Contract Laboratory must have an SOP that presents correct procedures for manual integrations. As well as clearly documenting all errors, mistakes, and basis

for manual integrations within the case narrative, when manual integrations are necessary. To include corrective actions taken, when necessary, and provide appropriate peer review of this information. ***Notification shall also be made to the contracting officer or NWS project chemist so that appropriate corrective actions can be initiated.*** It is requested that the laboratory shall also maintain an electronic audit trail that clearly shows all changes to data, who made the change, date, and why.

If inappropriate practices are discovered during the course of data use, validation or data review, the NWS project chemist can reject the data per section 3.7.3. If multiple inappropriate practices are discovered, the USACE Chemistry CX will be notified and investigations for corrective actions instigated. Per EM 200-1-1, if corrective actions are not acceptable, there is the possibility that USACE validation could be revoked.

## **6.5 Analytical Standards Preparation and Traceability**

The Contract Laboratory shall have, in-house, the appropriate standards for all target analytes. These standards can either be prepared from neat high purity bulk materials or purchased as certified solutions. A critical element in the generation of quality data is the purity/quality and the traceability of the standard solutions and reagents used in the analytical operations. Primary reference standards and standard solutions used by the Contract Laboratory shall be obtained from reliable commercial sources (i.e., National Institute of Standards and Technology (NIST), USEPA, etc.) to ensure the highest purity possible. Certificates shall be available upon request that verify the purity or concentration of each standard. The use of correction factors for all standards that are not at least 99.9 percent pure for inorganics and 96 percent pure for organics will be required. Care shall be exercised in the proper storage and handling of all standards and standard solutions. The Contract Laboratory shall continuously monitor the purity or quality of reagents and standard solutions through a series of well-documented procedures. Requirements for standards re-preparation shall be based on unacceptable performance. For example, initial calibration standards shall be verified with a freshly prepared ICV. For analyses that allow analytical sequence initiation by a CCV, the frequency of standard re-preparation will be based on whether standard performance is compliant with the method acceptance criteria. The quality of CCVs failing to meet method criteria shall be verified against a freshly prepared CCV. In general, stock and working standards shall be checked regularly for signs of deterioration, such as discoloration, formation of precipitates, or change in concentration. All standards and standard solutions are required to meet the requirements of the 'Shell for Analytical Chemistry'.

## **6.6 Sample Screening**

It is highly recommended that the Contract Laboratory screen samples or extracts by methods of their choice to determine which target analytes are present and at approximately what levels.

## **6.7 Target analyte listings**

***Target analyte lists are identified within Table 3.1 and 3-2.*** Deviations to these lists need to be requested from the NWS project chemist prior to the submittal of samples to the Contract Laboratory. Confirmation needs to be obtained in writing from the NWS project chemist.

### 6.7.1 Method 8021

VOC by GC/photoionization detector/Hall electrolytic conductivity detector (HECD). The target analyte list for Method 8021 includes those analytes previously associated with deleted SW-846 Methods 8010 and 8020 and some additional target analytes. ***Therefore, depending upon project requirements, the entire 8021 target analyte list or a subset may be specified for the project. The following target analyte lists may apply: the full 8021 target analyte list; HVOs (halogenated volatile compounds) (compound list from deleted Method 8010); AVOs (aromatic volatile compounds) (compound list from deleted Method 8020); or BTEX (benzene, toluene, ethylbenzene, and xylene).***

### 6.7.2 Method 8081

Pesticides by GC/electron capture detector (ECD). ***Note whether multicomponent pesticides (i.e., chlordane and toxaphene) are actually analytes of concern.*** The additional instrument and method QC samples required for these multiple-component analytes significantly increase the level of effort for this method. ***It shall also be determined if chlordane quantitation shall be performed and reported as technical chlordane or the individual chlordane isomers (i.e., alpha and gamma chlordane).*** In the absence of guidance to the contrary, assume that quantitation is required for toxaphene and the individual chlordane isomers (rather than for technical chlordane).

### 6.7.3 Method 8082: PCBs by GC/ECD.

***All samples must be analyzed for the PCB compounds as Aroclors unless specified by NWS project chemist.***

### 6.7.4 Method 8330

Explosives by HPLC. Due to the lack of resolution between 2,4-DNT and 2,6-DNT, and between 2-Am-DNT and 4-Am-DNT, reporting of these compounds may be combined and reported as isomeric pairs at the discretion of the USACE project chemist.

## 6.8 Analytical Methods Summary

The EPA SW-846 is comprised of inorganic, organic and wet chemistry methods. The methods are updated as necessary to incorporate changes in technology and quality control procedures. ***This specification has deliberately omitted method revision numbers from the analytical method designations to enforce its application to any revision of the method in use by USACE. Note also that many of the QA/QC principles and policies included herein apply to methods not directly addressed.*** Technical details on the implementation of the eight methods and default limits for performance-based QC parameters are presented. When this information is not available or adequately defined, then the Contract Laboratory shall default to using the latest promulgated revision of the appropriate SW-846 method and application of the QC acceptance limits described herein as the default USACE requirements. The following guidance also outlines general requirements that apply uniformly to all methods by subject heading and any additional parameter or method-specific requirements presented in subsequent sections by chemical parameter, analytical technique, or the individual chromatographic method. For general sample handling procedures used during sample

preparation, such as requirements for correct sample homogenizing and Contract Laboratory sub-sampling, refer to the guidance established within EM 200-1-3 Appendix I.

### 6.8.1 Inorganic Analytical Methods

The inorganic methods presented focus exclusively on metals analyses. This encompasses inductively coupled argon plasma-emission spectroscopy (ICP), GFAA, and cold vapor-atomic absorption (CVAA) methodologies. Project inorganic method requirements shall be clearly identified based on project DQOs. *Note that when the quantitation limit of a metal (e.g., Sb, Pb, As, Tl, and Se by ICP) is higher than the project-required action level, an alternate analytical method capable of achieving a lower quantitation limit for that metal shall be used.* Baseline inorganic QC requirements are discussed in "Shell for Analytical Chemistry". Classical (wet chemistry) techniques are not addressed directly within this guidance. However, the field of conventional, nonmetals analysis involves a variety of instrumental and wet chemical techniques. Instruments include spectrophotometers and other analyzers.

### 6.8.2 Organic Analytical Methods

The principles and QC requirements established within SW-846 Method 8000 apply to all organic chromatographic methods (e.g., GC, GC/MS, and HPLC methods). *Packed-column methods were formally deleted from SW- 846 with the promulgation of SW-846 Update III on 13 Jun 1997.* These methods, in general, possessed less stringent performance criteria (e.g., column resolution is lower and method QC is less stringent) than their associated capillary column method. *The Contract Laboratory shall default to the use of capillary column methods (e.g., Methods 8260B, 8081A/8082, and 8021B for the deleted Methods 8240, 8080, and 8010/8020, respectively).* The Contract Laboratory shall not use capillary columns in conjunction with packed column methods in order to apply less stringent QC criterion.

**6.8.2.1 Organic Preparatory Methods.** Several preparatory method options may exist for each determinative method and matrix. However, comparability of the data generated from different preparatory procedures is not guaranteed nor likely. *Therefore, in order to ensure comparability of data generated throughout the life of a project or between different laboratories, proper preparatory methods must be clearly identified for each chemical parameter/matrix and consistent analytical protocols must be maintained.* Liquid samples may be prepared for extractable organic analyses using a separatory funnel following Method 3510, a continuous liquid-liquid extractor following Method 3520, or solid-phase extraction by Method 3535. Liquid samples for purgeable organic analyses utilizing purge and trap procedures follow Method 5030. Non-aqueous samples should be prepared by solvent dilution techniques following Method 3580 for extractable organic analyses and Method 3585 for purgeable analyses. Solid samples may be processed for extractable organic analyses by soxhlet extraction procedures following Method 3540, automated soxhlet by Method 3541, or pressurized fluid extraction by Method 3545. For petroleum hydrocarbons and organochlorine pesticides/ PCBs analyses, a supercritical fluid extraction may be used following Method 3560 and 3562, respectively. Solid samples for purgeable organic analyses utilize Method 5035. *Several notable changes in the protocols covering soil sampling/analysis preparation have occurred with the promulgation of Method 5035. These changes will require a significant increase in the coordination between field and Contract Laboratory personnel. When the method of preparation is not specified, the Contract Laboratory must obtain this information from the NWS project chemist.* If no information is provided for the project-specific preparatory methods required,

the default preparatory procedures for extractable organic analyses shall follow Method 3520 for aqueous samples; Method 3540 or 3541 for solid samples; and those noted previously for purgeable organic analyses. *It is anticipated that project field work will entail the use of proper sample handling protocols that result in the acquisition of a representative sample. These include the use of appropriate sample containers, obtaining sufficient sample volumes, and proper preservation techniques based on the anticipated chemical analyses. Refer to 'Shell for Analytical Chemistry' and LQAP for information on proper sample containers, sample volumes, and preservatives if necessary. As noted in Section 5.1 these items are verified upon sample receipt, and any discrepancies notified back through appropriate channels. For chemical parameters that do not allow this assessment during sample login (e.g., VOCs), verification is done post-sample sub-sampling or analysis, and any problems are noted within the case narrative.* Whenever possible, a quantitative transfer of the entire (1-liter) aqueous liquid sample is made to ensure no loss of target analytes through the adhesion of contaminants on the walls of the sample bottle. A solvent rinse shall be performed to avoid this loss. This procedure, however, may not be possible when significant amounts of sediment are present within the water sample. *Due to the problems these fines may invoke on the extraction process, recommend that appropriate project technical personnel be contacted to verify the procedures to employ (e.g., decanting water sample, physical separation of the phases and subsequent analysis of each, etc.).*

**6.8.2.2 Organic Cleanup Methods.** If significant nontarget interference exists, corrective action shall include implementing appropriate cleanup procedures with approval of the NWS project chemist. Dilution techniques should not be used in preference to cleanup procedures for organic methods. The Contract Laboratory shall have a minimum capability of at least one cleanup method for each type of organic analyses for which it provides services. Refer to the individual determinative methods and Method 3600 to identify recommended cleanup methods based on the type and concentration of interferences present, the selectivity of the determinative method, and project method reporting limit requirements. However, analyst professional judgment shall also be used to identify appropriate cleanup techniques to employ. *If cleanup procedures are not routinely employed by a Contract Laboratory, the NWS project chemist must be notified and formally accept the use of cleanup methods on project samples. If organic cleanup methods are performed internal QC samples also must be ran through the cleanup method to demonstrate that analytes of concern are not being lost due to the cleanup method.*

## **7.0 PRELIMINARY METHOD SETUP**

---

In addition to the general items noted in Section 6.2, method initiation must include the following procedures as applicable.

### **7.1 Inorganic analyses - Method 6010**

#### **7.1.1 Linear dynamic range**

The upper limit of the linear dynamic range for each ICP must be determined for each analyte wavelength used in order to determine an appropriate concentration for the high calibration standard.

This is done for each analyte by analyzing successively higher standard concentrations (approximately 3 to 5 standards) until, because of curvature, the highest analyte concentration is  $\pm 10$  percent of the "expected" concentration obtained by extrapolating the calibration line from the lower standards. The concentration chosen for the highest standard must then be chosen below the upper limit of the linear range. The linear dynamic range must be checked initially and whenever there is a significant change in instrumental hardware or operating conditions. If the ICP is routinely calibrated using one standard and a blank, the linear dynamic range must be checked every 6 months.

#### **7.1.2 Inter-element spectral correction factors.**

All inter-element spectral correction factors must be determined per method requirements initially and updated at least once every 6 months, based upon failure of the inter-element check standard, or whenever there are significant instrument modifications.

### **7.2 Organic analyses – SW846 8000 series**

Retention time windows are established to compensate for minor shifts in absolute retention times as a result of sample loadings and normal chromatographic variability. The width of the retention time window shall be carefully established to minimize the occurrence of both false positive and false negative results. Tight retention time windows may result in false negatives or may cause unnecessary reanalysis of samples when surrogates or spiked compounds are erroneously not identified. Excessively wide retention time windows may result in false positive results that cannot be confirmed upon further analysis. Retention time windows must be determined as specified in the latest revision of Method 8000 for all chromatographic methods, except when MS or Fourier transformed infrared (spectroscopy) detectors are employed. Calculate absolute retention time windows for each analyte and surrogate for each chromatographic column employed per method instructions. New retention time windows must be established whenever a new chromatographic column is installed, or when there are significant changes in the operating conditions. The use of reasonable "default" values, programmed into instrument software for the width of the retention time window, is allowed if the Contract Laboratory demonstrates that the calculated 3-sigma width is consistently less than the default width, and the default width is not "excessively large" (i.e., more than 1 to 2 percent of the absolute retention time).

#### **7.2.1 Method 8081**

For multicomponent pesticide standards, the analyst shall rely heavily on pattern recognition and the analyst's experience in the interpretation of the chromatograms.

#### **7.2.2 Method 8082**

Absolute retention times will be used when identification of PCBs as Aroclors is performed. Retention time windows must be established as specified in 'Shell for Analytical Chemistry' for each surrogate and congeners or for at least 3 to 5 characteristic peaks of each Aroclor. Second column confirmation of all positive detections can be requested by the NWS project chemist at no additional cost to the government.

## 8.0 INSTRUMENT PERFORMANCE CHECKS

---

Several methods outline additional QC procedures to verify the instrumentation is in good working condition. These QC samples must be analyzed and meet method-specified acceptable limits prior to commencing sample analyses.

### 8.1 Method 6010 - Interference check standard (ICS)

An interference check standard (ICS) must be analyzed at the beginning of the analytical sequence to verify the correction factors established in 'Shell for Analytical Chemistry' are valid. The ICS typically consists of a set of solutions: ICS-A contains only the interferents (at relatively high concentrations) and ICS-AB contains both the interferents and the analytes of interest. The interferents in both solutions must be present at the concentrations that are at least as high as the high-level calibration standard. The ICS-AB solution must contain the analytes of interest (the metals that are not interferents) at concentrations approximately midlevel. The metals of interest in the ICS-AB solution must be within 20 percent of their expected values. When the ICS check is unacceptable, take corrective action to remedy the failure. Check that the background correction factors applied are appropriate, and readjust if necessary. If the ICS fails immediately after the daily initial calibration, recalibrate and reanalyze the ICS. If the ICP can display overcorrections as negative readings, then the ICS-A solution alone may be used to check for interferences. If the analytes of interest are within two times the absolute value of the MDLs ( $\pm$  |MDLs|), the ICS check is acceptable and the ICS-AB solution need not be analyzed.

### 8.2 Method 8081 - Injection Port Inertness Check

Verify injection port inertness by performing percent breakdown checks for 4,4'-DDT and Endrin as specified in Method 8081. The midlevel standard containing only Endrin and 4,4'-DDT must be analyzed at the beginning of the analytical shift/sequence, before the initial calibration or the continuing calibration verification. If the percent breakdown is not  $\pm 15$  percent for either DDT or Endrin, perform injector maintenance (e.g., column clipping). Do not proceed with the calibration or analysis until the percent breakdown for each compound is  $\pm 15$  percent.

### 8.3 Methods 8260 and 8270 - Mass Spectrometer (MS) Tuning

Verify that the MS meets standard mass spectral abundance criteria prior to initiation of any analyses by the injection of BFB (4-bromofluorobenzene) tune standard for Method 8260 and DFTPP (decafluorotriphenylphosphine) for Method 8270. The tune standard must be analyzed at the beginning of the analytical shift/sequence and every 12 hours of continuous analysis. The 12-hour clock starts at the time of injection of the tune standard. Recommend evaluating the ion abundance by using any of the following scan scenarios: use one scan at the apex peak, use the mean of the apex and the preceding and following scans or mean of a symmetric pattern of scans about the apex, or use the average across the entire peak. The tune must satisfy the ion abundance acceptance criteria listed within the appropriate method. Background correction shall be compliant with method specifications and employed only for the purpose of correcting for instrument background ions. If a 12-hour tune fails, take corrective action (e.g., clean the MS source) and re-inject the tune standard (BFB/DFTPP). Do not proceed with analysis until the tune is acceptable.

## 8.4 Method 8270

In order to verify column condition and injection port inertness, the DFTPP tune standard shall contain appropriate volume of 4,4'-DDT, benzidine, and pentachlorophenol as stated within Method 8270.

### 8.4.1 Injection Port Inertness Check

Similar to Method 8081, the injection port inertness of the GC portion of the GC/MS is evaluated by the percent breakdown of 4,4'-DDT. This procedure is done to verify acceptable instrument performance, regardless of whether DDT is a target analyte. The percent breakdown of 4,4'-DDT to 4,4'-DDE and 4,4'-DDD shall not exceed 20 percent, in order to proceed with calibration procedures.

### 8.4.2 Column Performance Check

The condition of the GC column is evaluated by the tailing of benzidine and pentachlorophenol. Benzidine and pentachlorophenol must be present at their normal responses, with no visible peak tailing, as demonstrated by the peak tailing factors. The calculation of peak tailing factors can be found on Figure 13 of Method 625, 40 CFR 136, App. A. The acceptance criteria for the peak tailing factor for benzidine is <3.0 and for pentachlorophenol is <5.0.

## 9.0 CALIBRATION PROCEDURES AND FREQUENCIES

---

The calibration of instruments and support equipment is required to ensure that the analytical system is operating correctly and functioning at the proper precision, bias (accuracy), and sensitivity. *The frequencies of calibration and calibration verification are presented in the following sections, based upon the various analytical methods and industry standards, or may be changed based upon project-specific DQOs. USACE Shell Tables I-1 through I-8 highlight key information on calibration procedures and acceptance limits for each SW-846 method discussed.*

### 9.1 Analytical support areas calibration verification

Suggest referring to ASTM D 5522 for additional details on the following procedures and performance criteria.

#### 9.1.1 Balances

The calibration of analytical balances shall be verified on first daily use at a mass or masses that bracket or are representative of the measurements routinely performed at that balance. The quality of the weights used for this calibration verification shall be documented and shall be in accordance with the quality requirements established within the referenced ASTM standards. Balance calibration verifications shall be documented in appropriate log books. Acceptance criteria shall be clearly identified. Apply a 1 percent performance criterion to top-loading balances, and 0.1 percent to analytical balances. Refer to ASTM D 5522, ASTM E 319, and ASTM E 898 for additional details.



Calibration techniques and frequencies will be clearly documented in the appropriate Contract Laboratory SOPs and documentation kept in the appropriate log books.

### **9.1.2 Refrigerators/Freezers**

All refrigerators and freezers shall be monitored for proper temperature by measuring and recording internal temperatures on a daily basis. The calibration of all thermometers used for these measurements shall be verified at least annually against NIST-certified or NIST-traceable thermometers. Electronic thermometers shall be calibrated at least quarterly. Temperatures shall be recorded in appropriate log books. Acceptance ranges shall be clearly identified. Maintain refrigerators to  $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$ , and freezers to  $-10^{\circ}$  to  $-20^{\circ}\text{C}$ . Refer to ASTM Method E 77 for additional details. A system must be in-place to notify the Contract Laboratory if the sample storage refrigerators deviate from the  $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$  requirements during the hours that the Contract Laboratory is not open.

### **9.1.3 Pipets and Other Volumetric Labware**

All volumetric devices, glassware, or lab ware shall be regularly inspected. Any cracked or damaged items removed from use. The calibration of variable-volume Eppendorf-type pipets shall be verified at the volume of use, or at two volumes that bracket the range of use on the day of use, or at a minimum of weekly. The calibration of all fixed-volume Eppendorf-type pipets shall be verified monthly. In addition, the accuracy of all nonstandard lab ware (K-D tubes, Zymark tubes, plastic cups, centrifuge tubes, etc.) used to measure the initial sample volume or final volume of sample extracts/digestates must be verified. Accuracy must be verified to within 3 percent. If the check reveals error greater than 3 percent, steps shall be taken to improve the accuracy of these measurements, or use alternative procedures that meet this requirement. It is also recommended that the calibration of all other volumetric glassware (flasks and pipets) be verified at the time of purchase for each lot of lab ware received. Each calibration check shall consist of at least three measurements, and the average calculated and recorded in appropriate logbooks. Refer to ASTM E 542 and ASTM E 969 for additional details.

### **9.1.4 Water supply system**

The Contract Laboratory shall maintain an appropriate water supply system that can furnish high-purity water capable of meeting the needs of the various analytical areas. The performance of MBs provides an indication of the source water suitability for the analysis. However, the water supply system shall be monitored on a regular basis (i.e., daily or before use) by conductivity readouts or implementation of general chemistry parameters. Appropriate general chemistry parameters shall be based upon the analysis performed at the Contract Laboratory. Refer to ASTM D 1193 for additional details.

### **9.1.5 Other analytical support equipment**

Other support equipment used to maintain appropriate temperatures as prescribed within the analytical method (i.e., hotplates, water baths, etc.) shall be monitored for compliance with the method-specified ranges. Recommend notation of any critical times or temperatures on appropriate bench sheets or laboratory logbooks.

## 9.2 Initial calibration curve

An analytical instrument is said to be calibrated when an instrumental response can be related to the concentration of an analyte. This relationship may be depicted graphically, and referred to as a “calibration curve.” Initial calibration curves must be established based upon the requisite number of standards identified within the method for each target analyte (and surrogate for organics). The method reporting limit(s) shall be established by the Contract Laboratory at the low standard for each target analyte. All reported concentrations for target analytes shall be within the high and low initial calibration standards. Data generated below the low standard shall be reported as estimated (J-flag) values. Data generated above the high standard shall be diluted into the calibration range and reanalyzed. The frequency requirements for the initial calibration vary among the individual methods and are presented in the following sections. EM200-1-3 Appendix I Tables I-1 through I-8 highlight key information on initial calibrations by method also.

### 9.2.1 Inorganic analyses

For metals analyses, an initial calibration must be performed at the beginning of each 8-hour analytical shift, and when a CCV fails or significant instrument maintenance is performed. Linearity is acceptable only if the linear regression coefficient  $r$  is greater than or equal to 0.995. If  $r$  is less than 0.995, take corrective action and recalibrate. The calibration consists of defining the working range by use of a series of standard solutions. The calibration shall be verified on an ongoing basis (every ten to twenty samples at a minimum and at the end of the analysis sequence) to ensure that the system remains within specifications.

**9.2.1.1 Method 6010.** The term standard may refer to a “mixed” standard solution containing all the metals of interest (when the metals are compatible) or to a set of standard solutions where each standard contains a subset of the compatible metals of interest.

### 9.2.2 Organic analyses

**9.2.2.1 The initial calibration curve.** The initial calibration curve is established as specified in the individual methods, using a minimum of five standards for all single-component target analytes and surrogates, and at least three standards for multiple-component target analytes (e.g., toxaphene, chlordane, and PCBs). Once verified, an initial calibration is valid until a CCV fails or significant instrument maintenance is performed. The shapes of calibration curves are typically a linear function between the concentration of each target analyte to the instrument response. However, many method target analyte listings have been expanded to include analytes that cannot be optimized without application of models for quadratic or higher order mathematical functions. When these models are employed, additional standards must be analyzed to accurately delineate the relationship as outlined in Method 8000B.

**9.2.2.2 Linearity.** Linearity may be determined using linear regression analysis for each target analyte by calculating the correlation coefficient  $r$ . The resulting line would normally not be forced through the origin or use the origin as a calibration point unless it is demonstrated that the intercept of the regression line is not statistically different from zero at the 95 percent level of confidence. Another term used to describe the goodness of fit of the line is coefficient of determination  $r^2$  (the squared correlation coefficient). Alternatively for chromatographic methods, the average calibration factor (CF) or response factors (RF) may be calculated for each target analyte. Linearity may be evaluated by calculating the percent relative standard deviation (%RSD) of the CFs/RFs from the

initial calibration standards for each target analyte. Linearity is presumed if the correlation coefficient  $r$  is equal to or greater than 0.995, if the coefficient of determination  $r^2$  is equal to or greater than 0.99, or if the %RSD is less than or equal to 15 or 20 percent (depending on the method specifications). A visual inspection of the calibration curve shall also be used as a diagnostic tool when nonlinear behavior is observed to verify if there is a large percentage error in any particular portion of the calibration curve. If the visual inspection indicates problems, or if one of these criteria is not met, then the Contract Laboratory shall evaluate the following items for implementation based on an understanding of the detector response/contaminant concentration relationship:

- Check the instrument operating conditions or the initial calibration standards used and make adjustments to achieve a linear calibration curve.
- Narrow the calibration range using the same number of standards as required by the individual method. In general, the highest standard would be lowered first. The consequences of all actions taken must also be addressed, i.e., reduction of the calibration range, raising of the MRL, etc.
- Evaluate the use of a nonlinear calibration curve, when applicable. When nonlinear calibration models are used, the resultant line shall not be forced through the origin and the origin shall not be used as a calibration point. No higher than a third-order (cubic) calibration model shall be used. Note that when a nonlinear calibration model is employed, more data points are needed to maintain at least three degrees of freedom. For example, use of a quadratic function requires a minimum six-point initial calibration curve. The resulting coefficient of determination  $r^2$  shall be greater than or equal to 0.99 for this to be considered acceptable.
- Despite implementation of these alternatives, method limitations may exist that make the acceptance criteria unattainable for all target analytes. Therefore, SW-846 has incorporated an allowance to evaluate the mean of the RSD values for all target analytes in the calibration if this average value is less than the method acceptance criterion. To avoid the inclusion of target analytes showing gross method failure, this approach may be utilized as long as the target analytes do not exceed the criteria established for poor performers in the method-specific tables in the “Shell for Analytical Chemistry”.

***If the averaging option is employed, the Contract Laboratory must communicate the following information within the case narrative: summary of all of the target analytes exceeding method acceptance criteria, the individual RSD results for those compounds, and the mean RSD calculated.***

### **9.3 Initial calibration verification**

The initial calibration curve shall be verified as accurate with a standard purchased or prepared from an independent source. This ICV involves the analysis of a standard containing all of the target analytes, typically in the middle of the calibration range, each time the initial calibration is performed. The percent recovery of each target analyte in the ICV is determined from the initial calibration and compared with the specifications for the CCV in each method (except for mercury by CVAA) as outlined in ‘Shell for Analytical Chemistry’.

### **9.3.1 Method 8081**

A separate ICV standard is required for each multiple-component target analyte (e.g., toxaphene and chlordane) if a calibration is performed based upon its presence in samples.

### **9.3.2 Method 8082**

The ICV standards may be limited to contain a mixture of Aroclors 1016 and 1260 or the project-specified Aroclors.

## **9.4 Initial calibration blanks (ICBs) and continuing calibration blanks (CCBs)**

ICBs and CCBs are required for inorganic metals analyses to verify the system is free of contamination. The frequency of ICB/CCB analyses is presented in 'Shell for Analytical Chemistry' as prescribed within SW-846 Methods 6010 and 7010/7470/7471. The concentrations of each target analyte in the ICB/CCB must be less than or equal to the MDL as presented in 'Shell for Analytical Chemistry'. Samples must not be analyzed until the ICB is acceptable, and all results must be bracketed by passing CCBs to be considered valid.

## **9.5 Continuing calibration verification (CCV)**

CCVs are analyzed to determine whether the analytical system is working properly, and if a new initial calibration (and the reanalysis of sample extracts) is required. Calibration verification differs in concept and practice from continuing calibration. In this latter technique, a standard is analyzed and new response factors are calculated, or a new calibration curve is drawn from the analysis of the continuing calibration standard. The former verifies compliance with the initial calibration curve, but does not overwrite the response factors used for the quantitation, nor allows resloping of the calibration curve. Calibration verification shall be used for all analytical methods, calculating a percent drift when the initial calibration is based on regression analysis, and a percent difference when the initial calibration is determined based upon %RSD values. CCV typically involves the analysis of a single primary source standard in the middle of the calibration range, between the concentrations of low-level and midlevel calibration standards. The frequencies of the CCV vary between methods but are related to the type of detector used and sample matrices analyzed. The analysis of more frequent CCVs is recommended for very sensitive detectors and when analyzing difficult matrices. This frequency is typically presented within SW-846 methods as at the beginning of the analytical shift/sequence; every 12 hours of analyses or every 10 to 20 samples; and may include at the end of the analytical sequence. Refer to 'Shell for Analytical Chemistry' for details on requirements for CCV implementation and acceptance limits for the individual methods. If these QC criteria are not met, take corrective action to inspect the analytical system to determine the cause and perform instrument maintenance to correct the problem before analyzing a second CCV. If the second CCV is acceptable after system maintenance is performed, recalibration is not required but all sample extracts analyzed after the last acceptable CCV must be reanalyzed. If however, the second CCV fails, a new initial calibration must be performed and all associated sample extracts reanalyzed.

### 9.5.1 Inorganic analyses

A calibration verification pair of a CCV and CCB must be analyzed after every 10 samples (including batch QC samples) and at the end of the analytical sequence as outlined in 'Shell for Analytical Chemistry'. Refer to 'Shell for Analytical Chemistry' for a summary of CCV implementation and QC requirements.

### 9.5.2 Organic analyses

Calibration verification must be analyzed as outlined in 'Shell for Analytical Chemistry', in addition to the following:

- For certain organic analyses, additional CCVs at low- and high-level concentrations are recommended, due to the instability of their detectors (e.g., HECD, ECD). Measurement quality objectives (acceptance limits) for the high-level CCV shall be in accordance with the midlevel CCV criteria. ***This criterion, however, may not be achievable for the low-level CCV. If low-level detection is critical based on project action levels or decision levels, appropriate measurement quality objectives shall be determined based on an acceptable level of error to support the use of the data.***
- For methods that contain multi-component target analytes (e.g., PCBs), typically only a subset of these analytes would be used in the CCV.
- For GC/HPLC methods, concepts similar to that presented for initial calibrations apply. However, methods may possess limitations for certain target analytes that make the stated method acceptance criteria unattainable. Therefore, SW-846 has incorporated an allowance to evaluate the mean of the percent difference (%D) or percent drift values for all reported target analytes in the calibration verification standard to verify whether it is less than the method acceptance criteria. To avoid the inclusion of target analytes showing gross method failure, this approach may be utilized as long as the target analytes do not exceed the criteria established for poor performers in the 'Shell for Analytical Chemistry'. ***In addition, the Contract Laboratory must communicate this information within the case narrative to the client. Provide a summary of all of the target analytes exceeding method acceptance criteria, the individual %D values for those compounds, and the mean %D calculated.***
- For GC/HPLC methods, compare the retention time of each analyte in the CCV with the absolute retention time windows established in 'Shell for Analytical Chemistry'. Each analyte must fall within its respective retention time window. If this criterion is not met, the chromatographic system must be adjusted to allow another CCV to meet the criterion, or a new initial calibration performed and new retention time windows established.

#### 9.5.2.1 Method 8021

The electrolytic conductivity detector (EDC) can be unstable resulting in drift. Therefore, when analysis includes the HVO target analytes, it is recommended that the analyst alternate the midlevel CCV with high- and low-level CCVs.

#### 9.5.2.2 Method 8081

Due to the instability and potential drift of the ECD it is recommended that the analyst alternate the midlevel CCV with high- and low-level CCVs. Incorporating periodic multi-component pesticide CCVs (i.e., toxaphene and chlordane), is also recommended when applicable.

### 9.5.2.3 Method 8082

When quantitating for PCBs as Aroclors, a midlevel CCV standard containing a mixture of Aroclors 1016 and 1260 (or Aroclors of interest) must be analyzed. When quantitating for individual PCB congeners, the CCV standard must contain all congener target analytes. Due to the instability and potential drift of the ECD, the following procedures are also highly recommended. Suggest alternating the midlevel CCV with high- and low-level CCVs as noted in Section 9.5.2.

### 9.5.2.4 Methods 8260 and 8270

Apply the principles as stated in Section 9.5.2, in addition to the following items:

- Evaluate the RFs of the SPCCs (System Performance Check Compound) in the CCV. If the SPCCs do not satisfy the minimum response factor requirements specified by Method 8260/8270, take corrective action and reinject the CCV. However, if CCV remains unacceptable, a new initial calibration must be performed.
- Evaluate the responses and retention times of the internal standards in the CCV as soon as possible.
- If the retention time for any internal standard changes by more than 30 seconds, or the extracted ion current profile area changes by a factor of two (-50 percent to +100 percent) from that of the midpoint standard of a current initial calibration, inspect the mass spectrometer for malfunctions and take corrective action. Reanalyze any affected samples if required.
- Evaluate the concentration of each target analyte and surrogate in the CCV.
- Verify that the percent drift or percent difference for the CCCs and all project-specified contaminants of concern are within  $\pm 20$  percent of their expected values. Evaluate remaining target analytes to assess instrument stability and survey the need for performing instrument maintenance.

It is further recommended that a CCV be analyzed at the end of the analytical sequence.

## 10.0 LABORATORY QUALITY CONTROL PROCEDURES

---

The Contract Laboratory overall method performance shall be monitored by the inclusion of various internal quality control checks that allow an evaluation of method control (batch QC), and the effect of the sample matrix on the data being generated (matrix-specific QC). Batch QC is based on the analysis of a laboratory control sample (LCS) to generate accuracy (precision and bias) data and MB data to assess the potential for cross-contamination. Matrix-specific QC shall be based on the use of an actual environmental sample for precision and bias determinations from the analysis of MSs, MS duplicates, matrix duplicates, and surrogate spikes, etc. The overall quality objectives are to implement procedures for laboratory analysis and reporting of data that are indicative of the degree of quality consistent with their intended use. ***Measurement quality objectives given as QC sample acceptance limits and ranges are default values established within the 'Shell for Analytical Chemistry' guidance, Contract Laboratory generated, or Method specified.*** Contract Laboratory-generated control ranges are also used for an internal evaluation of method performance and control. ***Deviations from any of these target ranges will result in the implementation of appropriate***

*corrective measures and an assessment of the impact on the usability of the data in the decision-making process.*

## **10.1 Sample Batching**

The basic unit for application of Contract Laboratory quality control is the batch. Samples shall be prepared, analyzed, and reported in batches and be traceable to their respective batches. Batch sizes are normally limited to 20 field samples of a similar matrix but can exceed this by incorporating additional QC samples. Each batch shall be uniquely identified within the laboratory. Samples prepared together would normally be analyzed together on a single instrument. Samples taken from the same site would normally be grouped together for batching purposes within the constraints imposed by the method holding times. However, laboratories may find it necessary to group multiple clients' samples into a single batch. Under these circumstances, additional batch QC samples may be needed that evaluate the effect of the matrix from each site on method performance. Field QC samples, i.e., trip blanks, rinsates, etc., shall not knowingly be used for batch QC purposes.

### **10.1.1 Preparation Batch**

The preparation batch shall be defined as samples of the same or similar matrix that are prepared together by the same person or group of people within the same time period or within limited continuous time periods, following the same method, using the same type of equipment and same lots of reagents. The Contract Laboratory shall have sufficient quantities of extraction/digestion lab ware to meet these requirements. Each preparation batch shall contain the requisite number and type of calibration solutions, blanks, QC samples, and regular analytical samples as defined by the analytical method. These requirements shall be completely defined in the Contract Laboratory SOPs and are summarized in part in the following sections. The use of cleanup methods would be included as part of the preparation batch. All field and batch-specific QC samples within the batch shall be subjected to all preparatory and cleanup procedures employed.

### **10.1.2 Analysis batch (sequence)**

The analysis batch or sequence or instrument run sequence shall be defined as samples that are analyzed together within the same time period or in continuous time periods on one instrument under the control of one continuing calibration verification. Analysis sequences are bracketed by the appropriate continuing calibration verification standards and other QC samples as defined by the analytical method. In general, if an instrument is not used for periods of time or shut down (e.g., overnight, etc.), then a new analysis sequence shall be initiated. Each analysis sequence shall contain the requisite number and type of calibration solutions, QC samples, and regular analytical samples as defined by the analytical method. These requirements shall be completely defined in the laboratories' SOPs and are summarized in part in the following sections.

For samples that are purged and then analyzed immediately, the preparation batch and analysis sequences are combined. For this situation, the batch would normally be defined by the loading of samples into the various purge tubes. This definition has been interpreted differently however. For instance, the loading of purge tubes may be performed all at one time, or may continue throughout the day. In order to ensure ambient environmental conditions throughout the potential loading process, USACE requires a minimum of an MB run every 4 hours, or twice a day when samples are loaded throughout the day.

## 10.2 Preparation Batch QC Samples

A summary of the minimum required QC samples for each preparation batch follows. All calibrations and QC samples analyzed shall be uniquely identified and traceable to that unique sample preparation batch. Additional QC samples may be required per the method.

### 10.2.1 Method Blank (MB)

MBs are analyzed to assess background interference or contamination that exists in the analytical system that might lead to the reporting of elevated concentration levels or false positive data. The MB is defined as an interference-free blank matrix similar to the sample matrix to which all reagents are added in the same volumes or proportions as used in sample preparation and carried through the complete sample preparation, cleanup, and determinative procedures. For aqueous analyses, analyte-free reagent water would typically be used. For soil analyses, a purified solid matrix (e.g., sand) would typically be used, except for metals analyses. The results of the MB analysis are evaluated, in conjunction with other QC information, to determine the acceptability of the data generated for that batch of samples. Refer to 'Shell for Analytical Chemistry Section' I.11.4.1 for measurement quality objectives/corrective action scenarios for the MB. Sample results shall not be corrected for blank contamination.

### 10.2.2 Laboratory Control Samples (LCS)

The LCS is analyzed to assess general method performance based on the ability of the Contract Laboratory to successfully recover the target analytes from a control matrix. The LCS is similar in composition to the MB. Aqueous analyses use analyte-free reagent water. For soil analyses, a purified solid matrix (e.g., Ottawa sand, sodium sulfate, or other purified solid) would typically be used. However, due to the difficulty in obtaining a solid matrix that is metals-free, analyte-free reagent water is taken through the appropriate digestion procedures for metals analyses. The LCS is spiked with all single-component target analytes before it is carried through the preparation, cleanup, and determinative procedures. ***When multicomponent target analytes are reported, a separate LCS may be necessary if specified by project documents. For Method 8082, the LCS must be spiked with at least one PCB (e.g., 1016/1260 mixture), any project-specified PCBs, or all congeners to support the LCS evaluation.*** The use of solid standard reference materials as the LCS is discouraged for they do not typically include all target analytes, and the acceptance limits associated with them are wide due to the heterogeneity of the spiked matrix. Suggest instead the use of an interference-free matrix (e.g., purified solid or sodium sulfate). When samples are not subjected to a separate preparatory procedure (i.e., purge and trap VOC analyses, or aqueous Hg analysis), the CCV may be used as the LCS, provided the CCV acceptance limits are used for evaluation. ***The spiking levels for the LCS would normally be set at the project-specific action limits assuming that the low standard used for the initial calibration was below this limit. If the low standard used was at this limit or if the site action levels were unknown, then the spiking levels would be set between the low- and mid-level standards.*** The results of the LCS are evaluated, in conjunction with other QC information, to determine the acceptability of the data generated for that batch of samples. Refer to 'Shell for Analytical Chemistry Section I.11.4.2 for measurement quality objectives/corrective action scenarios for the LCS. The Contract Laboratory shall also maintain control charts or tables for these samples to monitor the precision and bias for the method. The precision shall be evaluated by comparing the results of duplicate LCSs.



### 10.2.3 Matrix spikes (MS)

The MS is used to assess the performance of the method as applied to a particular project matrix. A MS is an environmental sample to which known concentrations of certain target analytes have been added before sample manipulation, the preparation, cleanup, and determinative procedures have been implemented. All target analytes within Table 6.2 shall be spiked in the MS. The spike concentrations of the target analytes will normally be set at the same level as the LCS. For solid samples, care shall be taken to ensure that the original field sample is properly divided into homogeneous fractions when allowed by the method. *Aqueous and 5035 preserved samples require the submittal of an additional sample for several chemical parameters, especially organic analyses. Therefore, the sample to be used for the MS shall be specified in the field to ensure that sufficient sample is available to perform the test.* From the Contract Laboratory perspective, preparation batches require MS frequency at one per preparation batch. The merging of these MS frequencies is often difficult for the Contract Laboratory to implement. For instance, batches consisting of samples from multiple sites may require additional MSs to meet project requirements of evaluating the samples within the batch because an MS from one site cannot be used to evaluate the matrix effects on samples from other sites. *Projects must consider the method(s) employed, previous knowledge of the matrix, and other matrix-specific QC samples to help decide an appropriate frequency for MSs for a given project. As a consequence, an MS may not be included with each shipment of samples submitted to the Contract Laboratory.* The results of the MS are evaluated in conjunction with other QC information to determine the effect of the matrix on the bias of the analysis. Refer to 'Shell for Analytical Chemistry' Section I.11.4.3 for measurement quality objectives/corrective action scenarios for the MS. *When critical decisions are based on the MS sample recoveries, control charts could be maintained for these samples to monitor the bias of the method for each particular matrix.* Sample results shall not be corrected for MS QC excursions.

Field specified MS/MSD shall be indicated on the Chain of Custody. When indicated on the Chain of Custody MS/MSD shall be run on the indicated samples. If insufficient numbers of MS/MSD samples are indicated on the Chain of Custody the Contract Laboratory shall run MS/MSD on other similar samples. All results will need to be reported even if non USACE samples are used for MS/MSD.

**10.2.3.1 Method 6010.** Unless superseded by project DQOs, it is not necessary to perform matrix spikes for Na, K, Ca, and Mg for aqueous samples or Na, K, Ca, Mg, Fe, Mn, and Al for soil samples. The native concentrations of these low-toxicity metals are usually relatively high.

**10.2.3.2 Method 8081.** The MS shall be prepared for all single-component pesticides. Multi-component pesticides need not be included within the MS, unless required by Task Order.

### 10.2.4 Matrix duplicate (MD) or matrix spike duplicate (MSD)

The MD or MSD are used to assess the performance of the method as applied to a particular matrix and to provide information on the homogeneity of the matrix. An MSD is a duplicate of the MS as previously described. An MD is an environmental sample that is either divided into two separate aliquots by the Contract Laboratory, or requires the submittal of an additional sample. When applicable, care shall be taken to ensure that the sample is properly divided into homogeneous fractions. Both the MD and MSD are carried through the complete sample preparation, cleanup, and determinative procedures. *The requirements for the frequency of MDs or MSDs would normally be specified in the project-specific DQOs.* The normal use of these QC samples would follow the same

requirements as described for the MS. *An MD shall be included with each preparation batch of samples processed where target analytes were expected to be present (e.g., inorganic methods). An MSD would normally be included with each preparation batch of samples processed where target analytes were not expected to be present (e.g., organic methods).* The results of the MD or MSD are evaluated, in conjunction with other QC information, to determine the effect of the matrix on the precision of the analysis. Refer to 'Shell for Analytical Chemistry' Section I.11.4.4 for measurement quality objectives/corrective action scenarios for the MD or MSD. Control charts can be maintained for these samples to monitor the precision of the method for each particular matrix if required by the project.

### **10.2.5 Surrogates**

Surrogates are analyzed to assess the ability of the method to successfully recover these specific nontarget analytes from an actual matrix. Surrogates are organic compounds that are similar to the analytes of interest in chemical behavior but are not normally found in environmental samples. Surrogates to be used are identified within the determinative methods. Other compounds may be chosen and used as surrogates, depending on the analysis requirements, whether they are representative of the compounds being analyzed, and whether they cover the chromatographic range of interest. These compounds shall be spiked into all samples and accompanying QC samples requiring GC, liquid chromatography, or GC/MS analysis prior to any sample manipulation. As a result, the surrogates are used in much the same way that MSs are used, but cannot replace the function of the MS. The results of the surrogates are evaluated, in conjunction with other QC information, to determine the effect of the matrix on the bias of the individual sample determinations.

Refer to 'Shell for Analytical Chemistry' Section I.11.4.5 for measurement quality objectives/corrective action scenarios for surrogates. Control charts or tables shall be maintained for surrogates contained within the LCS or MB to monitor the accuracy of the method for each particular matrix. Sample results shall not be corrected for surrogate excursions.

**10.2.5.1 Method 8330.** Explosives analysis by Method 8330 is an exception, in that the surrogate used is actually a target analyte. Care should be exercised by the Contract Laboratory with the choice of surrogate used, for the potential remains for coelution with target analytes present within the samples. If 3,4-DNT is used as the surrogate, it must not coelute with TNT. If it is not possible to obtain adequate resolution between 3,4-DNT and TNT, another surrogate shall be chosen (e.g., 1,2-DNB).

### **10.2.6 Standard reference materials**

The Contract Laboratory is encouraged to analyze additional natural matrix standard reference materials and participate in external PE programs.

## **10.3 Analysis sequence of QC samples**

Certain inorganic analyses (metals by ICP and GFAA) incorporate the following additional QC samples to assess method performance without the influence of the preparatory procedures.

### 10.3.1 Post digestion spikes (PDS)

PDSs are performed on every sample as a recovery test for Method 7010, and one per batch (on the sample chosen for MS) for Method 6010. However, duplicate injections of each environmental sample may be avoided when the PDS is performed for each sample for ICP analysis following Method 6010. PDSs are prepared by the addition of the primary source standard to an aliquot of the digestate for the same metals and at approximately the same concentration as is used for the MS - i.e., between the low and mid-level standards. Refer to 'Shell for Analytical Chemistry' Section I.11.4.6 for measurement quality objectives/corrective action scenarios for PDSs.

### 10.3.2 Serial dilutions (SD)

A 5X (1:4) SD test may be performed for an analyte to evaluate matrix interference if the analyte concentration in the original (undiluted) sample is at least 50 times the MDL. SD-matrix effects are suspected if the RPD between the undiluted and diluted result is greater than 10 percent. If this criterion is not met, further confirmation of the interference via implementation of PDS is necessary when matrix interference is suspected, and the calculation of the result through the use of method of standard additions when matrix interference is suspected/confirmed.

**10.3.2.1 SD Reporting.** When SDs are used to address matrix interference, all diluted results shall be reported. However, the reported result must be qualified (i.e., D-flag) and the dilution factor specified. The associated MRLs must also be adjusted based on the dilution factor.

## 11.0 MEASUREMENT QUALITY OBJECTIVES AND CORRECTIVE ACTIONS

---

When errors, deficiencies, or out-of-control situations exist, the Contract Laboratory's QA program shall include a system of QC activities that measure the system performance to verify that it meets stated requirements and objectives. When the analytical system performance does not meet defined standards, the Contract Laboratory shall employ systematic procedures, called corrective actions, to resolve problems and restore proper functioning to the analytical system(s). Contract Laboratory personnel are alerted that corrective actions are necessary under the following conditions:

- QC data are outside the measurement quality objectives for precision and bias.
- Blanks or laboratory control samples contain contaminants above acceptable levels.
- Undesirable trends are detected in spike recoveries or RPD between duplicates.
- There are unusual changes in method detection limits.
- Deficiencies are detected by the QA department during internal or external audits or from the results of PE samples.
- Inquiries concerning data quality are received from a project manager.

Corrective actions are often handled at the bench level by the analyst, who reviews the sample preparation procedures for possible errors and checks the instrument calibration, spike, calibration

mixes, instrument sensitivity, and so on. If the problem persists or cannot be identified, the matter is referred to the Contract Laboratory supervisor, manager, or QA department for further investigation.

***Poor performance by the Contract Laboratory may result in payment penalties or work being repeated at the contractor's expense. Once resolved, full documentation of the corrective action procedure shall be filed with the project-specific records.*** The following sections identify measurement quality objectives and the corrective actions necessary. When qualification of data is necessary (e.g., flagging), refer to Section 13.3 for details on flagging conventions. The following shall be required:

## 11.1 Incoming samples

Problems noted during sample receipt shall be documented on an appropriate form (the "Cooler Receipt Form"). ***The USACE project chemist shall be contacted immediately for problem resolution.***

## 11.2 Sample holding times

*If samples cannot be prepared or analyzed within the method-required holding times, the USACE project chemist shall be immediately notified so that an appropriate corrective action plan can be generated.*

The requirement for holding times shall be 100%. **If any sample exceeds the holding time specified by EPA SW-846 (or other guidance documents for other analyses) that sample shall be resampled and reanalyzed at the expense of the Contract Laboratory.** USACE will insure that all samples are delivered to the Contract Laboratory within 50% of the regulatory specified holding time after sampling. For samples with 24 hour holding times USACE will ensure that samples will be delivered within 20 hours of the time of sampling. For samples with 48 hour holding times USACE will ensure that samples will be delivered within 36 hours of sample collection. For analytes that do not have regulatory specified holding times samples will be delivered as soon as possible. For projects involving analyses of hexavalent chromium USACE will make every effort to inform the Contract Laboratory of the status of sampling activities in the field such that the Contract Laboratory is informed as to the number of samples that will arrive and the timing for delivery. On a case-by-case basis if coordination fails and the Contract Laboratory anticipates that holding times will not be met this assessment shall be communicated immediately to sampling personnel such that additional sample volumes can be obtained. **Failure of the Contract Laboratory to meet 24 hr. holding times associated with a failure to communicate with the NWS project chemist regarding the status of sample analyses will result in resampling and reanalysis at the expense of the Contract Laboratory for all affected samples.**

## 11.3 Instrument calibration

Sample analysis shall not be allowed until all initial calibrations, initial calibration verifications, and instrument blanks meet the appropriate requirements. All CCVs that do not meet method requirements shall result in a review of the calibration, rerun of the appropriate calibration standard for the failed analytes, and, if necessary, reanalysis of all samples affected back to the previous acceptable CCV check for the target analytes that failed. Continued failure of the CCV shall result in the construction of a new initial calibration curve followed by the reanalysis of all samples affected. ***If results are reported when a calibration criterion has been exceeded, then all results reported shall***

*be flagged, and a discussion of the impact included within the case narrative.* Instrument blanks shall be implemented as outlined in the prescribed method.

## **11.4 Method QC samples**

Each preparatory batch and analysis sequence must include the appropriate batch and matrix-specific QC samples and standards: i.e., MB, LCS, MS, MD, MSD, surrogate spikes, and other method-specified QC. *All QC shall meet the appropriate project-specific measurement quality objectives and associated corrective actions.* In the absence of such criteria or actions, the corrective actions as described in the following sections shall be required. Failure of method QC shall result in the review of all affected data. If no errors can be noted, the affected sample(s) may need to be reanalyzed or reprepared and reanalyzed within method holding times, if possible. *All repreparation and reanalysis necessary due to method failure shall be performed at no cost to the Government. If the situation is not corrected and results reported, then the corresponding data shall be flagged and a discussion of the impact included within the case narrative. The USACE project chemist shall be notified as soon as possible to discuss possible corrective actions should unusually difficult sample matrices be encountered.*

### **11.4.1 Method blanks (MBs)**

These criteria shall be used to evaluate the acceptability of the MB. The concentration of all target analytes shall be below one half of the reporting limit (MRL) for each target analyte, or less than 5 percent of the regulatory limit associated with that analyte, or less than 5 percent of the sample result for the same analyte, whichever is greater for the MB to be acceptable. When this criterion is exceeded, corrective action shall be taken to find/reduce/eliminate the source of this contamination in the MB. However, sample corrective action may be limited to qualification for blank contamination (i.e., B-flag). When the concentrations of any target analytes within the MB are above one-half the MRL for the majority of target analytes or above MRL for target analytes known to be common laboratory contaminants, assess the effect this may have had on the samples. If an analyte is found only in the MB, but not in any batch samples, no further corrective action may be necessary. Steps shall be taken to find/reduce/eliminate the source of this contamination in the MB. The case narrative shall also discuss the situation. If an analyte is found in the MB and in some, or all, of the other batch samples, additional corrective action is required to reanalyze the MB, and any samples containing the same contaminant. If the contamination remains, the contaminated samples of the batch shall be reprepared and reanalyzed with a new MB and batch-specific QC samples. Sporadic cases of contamination may be difficult to control; however, daily contamination would not be acceptable.

### **11.4.2 Laboratory Control Samples (LCSs)**

*The LCS is evaluated by comparing the percent recovery for all of the target analytes to the recovery measurement quality objectives as determined by method specified ranges, 'Shell for Analytical Chemistry' specified ranges or laboratory established ranges.* If target analytes are outside the acceptance windows, corrective action is required. Project DQOs will dictate the corrective actions necessary. Initially, the effect the QC failure has on the samples shall be evaluated. Regardless of this assessment, steps shall be taken to find the source of the problem and correct it. The case narrative shall discuss the corrective action taken and any other information. Typically, the LCS would be reanalyzed for the failed analytes only. If the second analysis fails, then the LCS, MB,

and all associated samples of the batch would be reprepared and reanalyzed for the failed analytes only. *If sufficient sample is not available for repreparation and reanalysis or if the corrective action is ineffective, the sample results reported within that batch shall be flagged accordingly, and a discussion of the impact included within the case narrative. For methods that report several (>5) target analytes, a small percentage of sporadic marginal failures may be tolerated (i.e., will not trigger re-extraction and analysis of the entire batch). The number of target analytes reported for the method will dictate the number of allowable QC failures as given in ‘Shell for Analytical Chemistry’ table I-15.* Refer to the individual Shell method tables (Tables I-1 through I-8) for details of this concept as it pertains to each of the methods discussed. The marginal failure allowance entails the application of an expanded acceptance criterion.

### 11.4.3 Matrix Spike (MS) Samples

*The MS is evaluated by comparing the recovery for target analytes to the recovery windows established within ‘Shell for Analytical Chemistry’.* MS data evaluation is more complex than MB or LCS data evaluation since MSs measure matrix effects in addition to sample preparation and analysis errors. The heterogeneity of soil, grab samples, and sequentially collected water samples further complicates the evaluation since matrix-specific bias assumes that the native concentrations in the duplicate analyses are constant. In addition concentrations of the target analytes in the sample can also far exceed the spike amounts added, making the resulting recoveries invalid. MSs that fail to meet the appropriate acceptance criteria would indicate that a potential matrix effect is present. If the native concentration of target analytes in the sample chosen for spiking is high relative to the spiking concentration, the differences between the native concentration of the unspiked sample and the spiked samples may not be significant, making the bias measures unrepresentative of the true method and matrix performance. *For this reason, if the native concentration is two or more times the spiking level, corrective actions would be based on project DQOs.* Regardless, steps shall be taken to find the cause of failure and corrective actions be taken to remedy it. If possible, respoke the sample as outlined in the following sections at a higher level (e.g., at two to four times the sample concentration), then reanalyze the sample based on project-specific requirements. A review of the MSD result, if available, may confirm the matrix effect, if it is the same direction and same order of magnitude. If the native concentration is low, and the MS/MSD recoveries confirm matrix interference, reanalyze the MS/MSD sample/extract after employing cleanup procedures (organic analyses) or dilution techniques to minimize matrix interference. *If the matrix effect cannot be resolved, discuss the impact on the data within the case narrative.*

**11.4.3.1 Inorganic Analyses.** Corrective action for unacceptable MS recoveries for ICP and GFAA analyses shall include implementation of a PDS of the same sample that the MS was prepared. In that way, information is obtained to identify whether matrix interference is occurring during the digestion or analytical procedures. Refer to ‘Shell for Analytical Chemistry’ Section 11.4.6 for guidance on the evaluation of MS in conjunction with the PDS.

**11.4.3.2 Organic Analyses.** When multiple (>5) target analytes are reported, the acceptance criteria may allow for the sporadic marginal failure of a few target analytes included within the MS without requiring reanalysis. When only a subset of target analytes is included in the MS, allow only one sporadic marginal failure. Reference ‘Shell for Analytical Chemistry’ Section 9.3 and Tables I-1 through I-8 for information on the number of sporadic failures allowed and the expanded acceptance criteria to be applied.

#### **11.4.4 Matrix Dup and MSD Samples**

The MSD is evaluated using the same bias criteria as described for the MS. The MD or MSD is evaluated by comparing the precision for all target analytes to the windows as determined by project-specific DQOs, or as stated herein. These criteria shall be applied only to concentrations of target analytes that are above the MRL of each analyte. MDs or MSDs that fail to meet the appropriate acceptance criteria would indicate that a potential matrix effect is present. Corrective actions shall be performed as described for the MS.

#### **11.4.5 Surrogate**

*A surrogate is evaluated by comparing its recovery in each sample to the windows as determined by ‘Shell for Analytical Chemistry’ Tables I-3 through I-8. Surrogate spikes in matrix-specific samples that fail to meet the appropriate acceptance criteria would indicate that a potential matrix effect is present. If significant nontarget interference occurs, corrective action shall include implementing additional cleanup procedures and reanalyses. **If this does not reduce the interference, discuss the impact on the data within the case narrative. Recommendations to the client may include method modifications, such as reparation and reanalysis with smaller sample aliquots to reduce the effects of the matrix.** The consequences to detection limits must also be considered in this instance. Surrogate failures in MBs or LCSs are indicative of a general method failure and shall be thoroughly investigated as noted in ‘Shell for Analytical Chemistry’.*

#### **11.4.6 Post-Digestion Spike Samples**

Default recovery control limits for the PDS are noted in ‘Shell for Analytical Chemistry’. Similar to the MS, if historic data or information on native sample concentrations is available, the MS or PDS shall be spiked at a concentration at least twice the native sample concentration for the following evaluation to be considered valid. Professional judgment shall be used to determine the corrective action necessary when the MS recovery for an analyte fails but the PDS recovery passes. **For instance, when the MS recovery fails because it falls below the lower control limit but the PDS recovery passes, confirmatory redigestion and reanalysis may not be required if allowed by project DQOs.** When both the MS and PDS indicate matrix interference is present, the Contract Laboratory must attempt to correct for the interference by the use of method of standard additions, an internal standard technique for ICP (e.g., with yttrium), a different matrix modifier for GFAA, or different digestion or analytical procedures to achieve a representative result, before qualifying the sample for matrix interference. This does not apply to sporadic failures but rather to target analytes exhibiting out-of-control recoveries on consecutive batches. Also, verify overall batch control for the analysis by evaluation of the LCS.

## 11.5 Calculation Errors

Reports shall be reissued if calculation or reporting errors are noted with any given data package in a timely fashion and at no cost to the government. The corrected case narrative shall clearly state the reason(s) for re-issuance of the report.

## 11.6 Onsite Audits

A corrective actions report shall be required that addresses any deficiencies noted during audits conducted. *If corrective actions are needed for major deficiencies that would affect data quality, the Contract Laboratory shall notify USACE of other projects that may be affected.*

## 12.0 TARGET ANALYTE IDENTIFICATION, QUANTITATION, AND CONFIRMATION

---

### 12.1 Target Analyte Identification

Employ procedures presented within the individual determinative methods for determining presence and identification of target analytes within samples. *For GC/MS analyses and any samples containing extraneous peaks not associated with the calibration standards, a scan against a mass spectral library (typically ~75,000 compounds) shall be performed for the purposes of tentative identification.* Based upon the degree of match, evidence of similar pattern, and analyst professional judgment, the first 20 compounds shall be reported as Tentatively Identified Compounds (TICs), with the analytical values and the degree of match estimated.

*TIC reporting shall be required for all GC/MS analyses unless written release from the NWS project chemist is on file.*

### 12.2 Target analyte quantitation

All samples shall be quantitated using the initial calibration curve, following procedures outlined within the determinative methods. Sample results that exceed the range of the initial calibration high standard must be diluted and reanalyzed, results shall be reported with a data flag indicating calibration curve exceedence. Sample analyte values reported below the MRL must be flagged as estimated quantities (i.e., J-flag). All dilutions must be applied to the sample results and reported accordingly. Solid samples are to be determined on a dry-weight basis. Sample target analyte values shall be reported to three significant figures.

#### 12.2.1 Inorganic Analyses

Quantitative results are calculated using the mean value from the set of duplicate injections for Method 7010 or the mean value from multiple exposures for Method 6010. Also recommend the Contract Laboratory review the RPDs for duplicate injections/multiple exposures of samples exhibiting quantifiable concentrations. If the %RPD/%RSD is consistently >20 percent and highly variable for concentrations greater than the low-level calibration standard, corrective action



shall be taken. When matrix interference is suspected/confirmed, the use of method of standard additions must be used to calculate the sample result. The Contract Laboratory shall at a minimum use a series of three standard additions containing 50, 100, and 150 percent of the expected concentration. As outlined within the method, plot the absorbance of each solution at the concentration of the known standards. The concentration of the sample is then obtained from extrapolating the resulting line back to zero absorbance.

### 12.2.2 Organic Analyses

The Contract Laboratory shall make a reasonable attempt to correct for any matrix interference encountered. Dilutions should not be routinely used in preference to cleanup methods to address matrix interference. When matrix interference is present, samples should be processed using at least one cleanup method as outlined by the determinative method. Refer to Section Shell I.6.8.2.2 for information on recommended cleanup methods. *If the cleanup and reanalysis do not reduce the matrix interference, discuss the impact on the data within the case narrative.*

### 12.3 Target analyte confirmation

Chromatography is a technique that relies upon the comparison of retention times between standards and unknown peaks for qualitative identification. Unless mass spectrometry is used as the detector, tentative identification is based solely on the retention time of an unknown peak falling within the prescribed retention time window of a known standard. Second column or mass spectrometric confirmation for all GC sample analyses involving identification of discrete peaks with detected concentrations will be required at no additional charge to the government. If second column or mass spectrometric confirmation is not performed as required the corresponding sample results shall be rejected. For instance, PCB analysis requires second column confirmation when the Aroclor identification is in doubt, when a mixture of Aroclors are present, or when the pattern is weathered. It is recommended that confirmation techniques involve the use of another analytical technique (i.e., GC/MS), or a second dissimilar column. *A different type of detector may also be used.* When the second dissimilar column is used, it shall be calibrated in the same manner as the primary column. After the target analyte has been identified, compare the primary and confirmatory results for agreement according to a method-prescribed criterion. Analytical results would normally be reported from the primary column unless interferences were noted. If quantitative results are reported from the confirmation column, the documentation from the analysis of all appropriate QC samples on the confirmation column shall also be required within the data package.

## 13 DATA REDUCTION, REVIEW, AND REPORTING

---

### 13.1 Data Reduction

Data reduction procedures, whether performed by the instrument or manually, shall follow methodologies outlined within the Contract Laboratory SOP or analytical method. Project-specific variations of the general procedures, statistical approach, or formulas may be identified, depending on project-specific requirements. Automated procedures shall be verified as required by EPA's guidance on GALP (EPA 2185): all software shall be tested with a sample set of data to verify its correct operation via accurate capture, processing, manipulation, transfer, recording, and reporting of data.

## **13.2 Data Review**

All analytical data generated by the Contract Laboratory shall be extensively reviewed prior to report release to assure the validity of the reported data. This internal data evaluation process shall cover the areas of data generation, reduction, and a minimum three levels of documented review. For each level, the review process shall be documented using an appropriate checklist that is signed and dated by the reviewer. The analyst who generates the analytical data has the prime responsibility for the correctness and completeness of the data. Each step of this review process involves evaluation of data quality based on both the results of the QC data and the professional judgment of those conducting the review. This application of technical knowledge and experience to the data evaluation is essential in ensuring that data of known quality are generated consistently. All data generated and reduced shall follow well-documented in-house protocols.

### **13.2.1 Level 1 Analyst Review**

Each analyst reviews the quality of his/her work based on an established set of guidelines. The review criteria as established in each method, in this guidance, or within the Contract Laboratory shall be used. This review shall, at a minimum, ensure the following:

- Sample preparation information is correct and complete.
- Analysis information is correct and complete.
- The appropriate SOPs have been followed.
- Analytical results are correct and complete.
- Raw data, including all manual integrations, have been correctly interpreted.
- QC samples are within established control limits.
- Special sample preparation and analytical requirements have been met.
- Data transfers were verified.
- Documentation is complete (e.g., all anomalies in the preparation and analysis have been documented, anomaly forms are complete, holding times are documented, etc.). Level 1 analyst review shall be documented by using a checklist and by the signature of the reviewer and date.

### **13.2.2 Level 2 Peer Review**

Level 2 reviews shall be performed by a supervisor, another analyst, or data review specialist who has documentation that supports demonstration of performance for all areas for which he/she provides review. The function of this review is to provide an independent, complete peer review of the analytical batch data package. This review shall also be conducted according to an established set of guidelines and is structured to ensure the following:

- All appropriate Contract Laboratory SOPs have been referenced.
- Calibration data are scientifically sound, appropriate to the method, and completely documented.
- QC samples are within established guidelines.

- Qualitative identification of sample components is correct.
- Quantitative results, including calculations and any associated flags, are correct.
- Raw data, including manual integrations, have been correctly interpreted.
- Documentation is complete and correct (e.g., anomalies in the preparation and analysis have been documented, nonconformance forms are complete, holding times are documented, etc.).
- The data are ready for incorporation into the final report.

Level 2 reviews shall be structured so that all calibration data and QC sample results are reviewed and all of the analytical results are checked back to the raw data or bench sheets. If no problems are found with the data package, the review is complete. If any problems are found with the data package, then all sample results shall be returned to the analyst and rechecked. All errors and corrections noted shall be documented. Level 2 peer reviews shall also be documented on a checklist with the signature of the reviewer and date.

### **13.2.3 Level 3 Administrative Review**

Level 3 reviews are performed by the program administrator or designee at the Contract Laboratory. This review shall provide a total overview of the data package, including sample receipt, to ensure its consistency and compliance with project-specific requirements. All errors noted shall be corrected and documented. Based on the errors noted, samples may need to be reprepared and reanalyzed. Level 3 administrative reviews shall also be documented on a checklist with the signature of the reviewer and date.

### **13.2.4 QA Review**

QA review is performed by the QA Officer or QA Branch. This review is not part of the normal production data review process. The QA Officer would typically review at least 10 percent of the data produced by the Contract Laboratory using the procedures as outlined in the Level 3 data reviews. Additional technical details shall be reviewed in this QA review, similar to Levels 1 and 2, along with a total package review, i.e., correlation of results from differing but related chemical parameters. The data packages reviewed would be randomly selected by the QA Officer. Nonconformance reports would be required for any errors noted.

## **13.3 Data Qualifiers**

Data qualifiers shall be added by the Contract Laboratory during the data generation/ review process. These qualifiers will be applied when measurement quality objectives defined in 'Shell for Analytical Chemistry' Section I.11 are not met and corrective action is not successful or when corrective action is not performed. All flags used by the Contract Laboratory shall be defined completely within the chemical data reportable packages. The following example data qualifiers are suggested for use:

- U = Nondetect when analyte concentration is below MRL.
- J = Estimated concentration when analyte concentration falls below the MRL (i.e., lowest calibration standard).
- B = Blank contamination when any associated blanks are above the MDL.

- Q = Data requires usability review due to the exceedence of method-specific holding times, calibration, or batch QC data associated with the samples does not meet stated measurement quality objectives.

*The contracting officer or NWS project chemist shall be notified as soon as possible to discuss possible corrective actions should data be 'Q' qualified.*

## 13.4 Data Reporting Requirements

The chemistry data package shall contain enough information to demonstrate that the project data quality objectives have been fulfilled. In general, one shall be able to determine the precision, bias, representativeness, comparability, and sensitivity of the data from information contained in the data package. This description applies to both primary and referee laboratory packages. The amount of information required to demonstrate attainment of DQOs depends upon the acceptable level of uncertainty for the intended data use. In general, the type of data package required will fall into one of three general categories: Definitive, Performance-Based, and Comprehensive. All reported data packages must be retained by the Contract Laboratory for a minimum of five (5) years. In the event of Contract Laboratory closure, all applicable documents must be transferred to the contracting officer.

Unless otherwise stated in a task order, chromatography must be provided for all pattern recognition analyses. Chromatographs for all samples (detects and non-detects) shall be presented at an attenuation where features of the chromatography are clearly visible. Chromatographs of standards used for identification of patterns or carbon ranges must also be included in the data package.

### 13.4.1 Definitive Data Package

The definitive data package format allows for the review of the data by an independent organization. However, this data package does not allow for complete independent reconstruction of the analytical data. As discussed in more detail in the following sections, the definitive data package shall include a cover sheet, table of contents, case narrative, the analytical results, laboratory reporting limits, sample management records, and internal laboratory QA/QC information. The Contract Laboratory data package shall be organized such that the analytical results are reported on a per-batch basis unless otherwise specified.

#### 13.4.1.1 Cover sheet. The cover sheet shall specify the following information:

- Title of report.
- Name and location of Contract Laboratory (to include a point of contact, phone, email and facsimile numbers).
- Name and location of any subcontractor laboratories, and appropriate test method performed.
- Contract number and Task Order number.
- Client name and address.
- Project name (as provided on Task Order), COE Work Order # and site location.

- Statement of data authenticity and official signature and title of person authorizing report release.
- Amendments to previously released reports shall clearly identify the serial number for the previous report and state the reason(s) for reissuance of the report.

**13.4.1.2 Table of Contents.** Contract Laboratory data packages shall be organized in a format that allows for easy identification and retrieval of information. An index or table of contents shall be included for this purpose. Electronic deliverable shall also have a hyper linked Table of Contents.

**13.4.1.3 Case narrative.** A case narrative shall be included in each report. The case narrative shall contain a table(s) summarizing samples received, providing a correlation between field sample numbers and laboratory sample numbers, and identifying which analytical test methods were performed and by which laboratories. Samples that were received but not analyzed shall also be identified. Extractions or analyses that are performed out of holding times shall be appropriately noted. The case narrative shall define all data qualifiers or flags used. Deviations of any calibration standards or QC sample results from appropriate acceptance limits shall be noted and associated corrective actions taken by the Contract Laboratory shall be discussed. Any other factors that could affect the sample results (e.g., air bubbles in VOC sample vials, excess headspace in soil VOC containers, the presence of multiple phases, sample temperature and sample pH excursions, container type or volume, etc.) shall be noted. The COE task order #, Project Name, Contract Laboratory Project Number (SDG) and Contract Laboratory Name will be included.

**13.4.1.4 Analytical results.** The results for each sample shall contain the following information at a minimum. (Information need not be repeated if noted elsewhere in the data package).

- Contract Laboratory name and location (city and state).
- Project name and unique ID number.
- Field sample ID number as written on custody form.
- Contract Laboratory sample ID number.
- Matrix (soil, water, oil, etc.).
- Sample description.
- Sample preservation or condition at receipt.
- Date sample collected.
- Date sample received.
- Date sample extracted or prepared.
- Date sample analyzed.
- Analysis time when holding time limit <48 hours.
- Method (and SOP) numbers for all preparation, cleanup, and analysis procedures employed.
- Preparation, analysis, and other batch numbers.
- Analyte or parameter.
- Method reporting limits adjusted for sample-specific factors (e.g., aliquot size, dilution/concentration factors, moisture content).

- Method reporting limits (low-level standard concentration).
- Method detection limits.
- Analytical results with correct number of significant figures.
- All confirmation data.
- Any data qualifiers assigned.
- Concentration units.
- Dilution factors. All reported data shall reflect any dilutions or concentrations. The dilution factor, if applicable, shall be noted on the analytical report. If neat and/or diluted results are available, data from all runs shall be recorded and reported.
- Percent moisture or percent solids (all soils, sediments, sludges, etc. are to be reported on a dry weight basis).
- Chromatograms, as needed.
- Sample aliquot analyzed.
- Final extract volume.

**13.4.1.5 Laboratory reporting limits.** The Contract Laboratory may use a reporting limit expressed in terms of detection limit, quantitation limit, regulatory action level, or project-specific threshold limits. However, the Contract Laboratory's use of these terms must be well defined.

**13.4.1.6 Sample management records.** These types of records include the documentation accompanying the samples (i.e., original chain-of-custody record, shipping documents, laboratory notification sheets), records generated by the Contract Laboratory that detail the condition of the samples upon receipt at the Contract Laboratory (i.e., sample cooler receipt forms, any telephone conversation records, etc.), and any records generated to document sample custody, transfer, analysis, and disposal.

**13.4.1.7 QA/QC information.** The minimum data package must include the calibration, calibration verification, and internal laboratory QA/QC data with their respective acceptance criteria. The data packages shall include all batch QC results, instrument QC results (e.g., initial calibration verification, continuing calibration verification, and instrument performance checks), MDL studies (on request), and raw data (e.g., run logs, sample preparation logs, standard preparation logs, and printed instrumental output such as chromatograms for fuel methods). The data package shall also include the Contract Laboratory's method quantitation and reporting limits for project-specific parameters. The calibration data shall include a summary of the ICV, all calibration verification standards, and any performance standards analyzed in conjunction with the test method. All calibration deviations shall be discussed within the case narrative. The data package shall correlate the method QC data with the corresponding environmental samples on a per-preparation batch basis with batch numbers clearly shown. Method QC data must include all spike target concentration levels; the measured spike concentration and calculated recoveries; all measures of precision, including relative percent difference; and all control limits for bias and precision. This would include laboratory performance information such as results for MBs, recoveries for LCSs, and recoveries for QC sample surrogates; and matrix-specific information such as MD RPDs, MS and MSD recoveries, MS/MSD RPDs, field sample surrogate recoveries, SDs, and PDS, etc. At a minimum, internal QC samples shall be analyzed and reported at rates specified in the specific methods, within USACE guidance, or as specified in the contract, whichever is greater. Any deviations from the measurement quality

objectives shall be noted. Also include any data review, nonconformance, or corrective action forms within the data package.

### **13.4.2 Performance-Based Data Package**

The requirements for the performance-based data package are the same as those defined within the definitive data package with the addition of the following items: all appropriate project action level(s) and DQOs and appropriate preparatory and analysis logs.

### **13.4.3 Comprehensive Data Package**

A comprehensive data package contains sufficient information to completely reconstruct the chemical analyses that were performed. Hence, comprehensive data packages include all batch QC results, instrument QC results (e.g., initial calibration verification, continuing calibration verification, and instrument performance checks), MDL studies, and raw data (e.g., run logs, sample preparation logs, standard preparation logs, and printed instrumental output such as chromatograms). Typically, comprehensive data packages are required if third-party data validation is to be performed. The data validation guidelines for performance-based methods established in other USACE guidance on data review and data validation, USEPA national functional guidelines, USEPA regional functional guidelines, and project-specific guidelines for validation may all have distinct reporting formats. The appropriate validation guidelines should be consulted to determine what type of data package is required.

**13.4.3.1 Chemistry data package deliverable time schedule.** A schedule for data delivery should be established so that data packages are provided as needed for chemical QA assessment. This includes identifying the anticipated number or frequency of these data packages in light of project objectives, i.e., the amount of data produced or project duration.

### **13.4.4 Electronic Data Deliverables**

SEDD is the required electronic deliverable format (see section 3.5). It should be noted that the valid values and specific data elements required for each task order may vary depending on project-specific requirements.

## **TABLES**

---



TABLE 3-1: ANALYTICAL METHODS LISTING			
Item No.	Description	Method	Unit Price (\$)
<b>1000</b>	<b>Organic Chemistry</b>		
1001	Halogenated/Aromatic Volatile Organics	EPA 8021	
1002	PCBs	EPA 8082	
1003	Organochlorine Pesticides	EPA 8081	
1004	Organophosphorus Pesticides	EPA 8141	
1005	Chlorinated Herbicides	EPA 8151	
1006	Volatile Organics	EPA 8260	
1007	Pentachlorophenol	EPA 8270	
1008	Phenols	EPA 8270	
1009	Phthalate Esters	EPA 8270	
1010	Semi-Volatile Organics (BNAs)	EPA 8270	
1011	Polynuclear Aromatic Hydrocarbons	EPA 8270	
1012	Dioxins / Furans	EPA 8290	
1013	Polynuclear Aromatic Hydrocarbons	EPA 8310	
1014	Explosives	EPA 8330	
1015	1,4-Dioxane	EPA 8260 or 8270 (modified)	
1016	Perchlorate (LC/MS/MS)	EPA 331.0	
<b>2000</b>	<b>Underground Storage Tank</b>		
2001	Hydrocarbon Identification Method for Soil and Water	NWTPH-HCID	
2002	Volatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Gx	
2003	Semivolatile Petroleum Products Method for Soil and Water Analyses	NWTPH-Dx	
2004	Method for the Determination of Volatile Petroleum Hydrocarbons (VPH) Fractions	VPH Fractions	
2005	Method for the Determination of Extractable Petroleum Hydrocarbons (EPH) Fractions	EPH Fractions	
2006	VOCs (benzene, ethyl benzene toluene, total xylenes, n-hexane, MTBE, EDB, EDC)	EPA 8260	
2007	Oil and Grease (Gravimetric)	EPA 413.1	
2008	Oil and Grease (IR)	EPA 413.2	
2009	Total Recoverable Petroleum Hydrocarbons	EPA 418.1	
2010	Total Lead	EPA 6010	
2011	Wear Metals (cadmium, chromium, lead, nickel, zinc)	EPA 6010	
2012	Carcinogenic PAHs	EPA 8270	
2013	PCBs	EPA 8082	

TABLE 3-1: ANALYTICAL METHODS LISTING			
Item No.	Description	Method	Unit Price (\$)
<b>3000</b>	<b>Metals Packages</b>		
3001	RCRA Metals (8) = As, Ba, Cd, Cr, Pb, Hg, Se, Ag	EPA 6010/7000	
3002	EPA Priority Pollutant Metals (13) = Ag, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Sb, Tl, Zn	EPA 6010/7000	
3003	Title 22/CAM Metals (17) = Ag, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Sb, Tl, V, Zn	EPA 6010/7000	
<b>4000</b>	<b>Spectrophotometry:</b>	<b>Method</b>	<b>Unit Price</b>
4001	Flame Atomic Absorption (FAA)	EPA 7000	
4002	Graphite Furnace AA (GFAA)	EPA 7000	
4003	Mercury, Cold Vapor AA (Including Prep)	EPA 7470/7471	
4004	Chromium, Hexavalent (Including Prep)	EPA 7196	
<b>5000</b>	<b>Spectroscopy (ICP):</b>		
	<b>Individual Metals by ICP</b>	EPA 6010	
5001	Aluminum (Al)		
5002	Silver (Ag)		
5003	Arsenic (As)		
5004	Boron (B)		
5005	Barium (Ba)		
5006	Beryllium (Be)		
5007	Calcium (Ca)		
5008	Cadmium (Cd)		
5009	Cobalt (Co)		
5010	Chromium (Cu)		
5011	Copper (Cu)		
5012	Iron (Fe)		
5013	Potassium (K)		
5014	Magnesium (Mg)		
5015	Manganese (Mn)		
5016	Molybdenum (Mo)		
5017	Sodium (Na)		
5018	Nickel (Ni)		
5019	Lead (Pb)		
5020	Antimony (Sb)		
5021	Selenium (Se)		
5022	Tin (Sn)		
5023	Titanium (Ti)		

TABLE 3-1: ANALYTICAL METHODS LISTING			
Item No.	Description	Method	Unit Price (\$)
5024	Thallium (Tl)		
5025	Vanadium (V)		
5026	Zinc (Zn)		
<b>6000</b>	<b>Sample Preparation - Metals</b>		
6001	ICP Preparation	EPA 3000	
6002	Graphite Furnace Preparation	EPA 3000	
6003	Flame Atomic Absorption (FAA)	EPA 3000	
6004	Dissolved Metals Filtration	0.45μ	
<b>7000</b>	<b>Leaching Procedure</b>		
7001	TCLP Extraction (Required for Metals, Pesticides, Herbicides, Semi-Volatile Organics and THE)	EPA 1311	
7002	TCLP Zero Headspace Extraction (Required for Volatiles and TVH)	EPA 1311	
7003	SPLP Extraction (Synthetic Precipitation Leaching Procedure)	EPA 1312	
7004	TCLP Analysis RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010/7000	
7005	Organochlorine Pesticides	EPA 8081	
7006	Chlorinated Herbicides	EPA 8150	
7007	Volatile Organics	EPA 8260	
7008	Semi-Volatile Organics	EPA 8270	
<b>8000</b>	<b>Hazardous Waste Characteristics</b>		
	IGNITABILITY...		
8001	Flashpoint/Flammability	EPA 1010	
	CORROSIVITY...		
8002	NACE Corrosivity to Steel	EPA 1110	
8003	pH	EPA 9045	
	REACTIVITY...		
8004	Reactive Cyanide	SW-846, Ch. 7	
8005	Reactive Sulfide	SW-846, Ch. 7	
	RCL...		
8006	Reactivity, Corrosivity (as pH) and Ignitability	EPA 9045, SW-846 (Ch. 7), EPA 1010	
<b>9000</b>	<b>General Chemistry</b>		
9001	Acidity	EPA 305.1	
9002	Alkalinity	EPA 310.1/310.2	
9003	Biochemical Oxygen Demand	EPA 405.1	
9004	Bromide	EPA 320.1	

TABLE 3-1: ANALYTICAL METHODS LISTING			
Item No.	Description	Method	Unit Price (\$)
9005	Carbonate	EPA 310.1/310.2	
9006	Chemical Oxygen Demand	EPA 410.1/410.4	
9007	Chloride	EPA 325.2/300.0	
9008	Chlorine - Residual	EPA 330.5	
9009	Conductivity	EPA 120.1	
9010	Corrosivity to Steel	EPA 1110	
9011	Cyanide - Total	EPA 335.3	
9012	Cyanide - Amenable	EPA 335.3	
9013	Flashpoint	EPA 1010/ASTM D93	
9014	Fluoride	EPA 340.2	
9015	Hardness - Total	EPA 130.2/130.1	
9016	Hardness - Ca and Mg	SM2340B	
9017	General Mineral	EPA Methods	
9018	Major Anions	EPA 300 Series	
9019	Major Cations	EPA 6010/7000	
9020	Mercaptans	Colormetric	
9021	Moisture	EPA CLP	
9022	Nitrogen - Ammonia	EPA 350.1/350.2	
9023	Nitrogen - Nitrate	EPA 353.2/300.0	
9024	Nitrogen - Nitrite	EPA 354.1/353.2	
9025	Nitrogen - Nitrate and Nitrite	EPA 353.2	
9026	Nitrogen - Total Kjeldahl	EPA 351.3/351.4	
9027	Paint Filter Liquids Test	EPA 9096	
9028	pH	EPA 9040/9045/150.1	
9029	Phenolic Compounds	EPA 420.1/420.2	
9030	Phosphate - Ortho	EPA 365.2/365.1/300.0	
9031	Phosphate - Total	EPA 365.4	
9032	Salinity	SM252D	
9033	Silicon Dioxide (Silica)	EPA 270.1	
9034	Solids - Dissolved	EPA 160.1	
9035	Solids - Suspended	EPA 160.2	
9036	Solids - Total	EPA 160.3	
9037	Solids - Volatile	EPA 160.4	
9038	Solids - Settleable	EPA 160.5	
9039	Specify Gravity	ASTM D854/SM2710F	
9040	Sulfate	EPA 374.2/300.0	
9041	Sulfide	EPA 376.2	
9043	Sulfite	EPA 377.1	

TABLE 3-1: ANALYTICAL METHODS LISTING			
Item No.	Description	Method	Unit Price (\$)
<b>10,000</b>	<b>General Chemistry</b>		
10001	Surfactant Test (MBAS)	EPA 425.1	
10002	Temperature	EPA 170.1	
10003	TOC	EPA 9060	
10004	TOX	EPA 9020	
10005	Turbidity	EPA 180.1	
<b>11,000</b>	<b>Hourly Services</b>		
11,001	Identification of unknowns, etc.		
<b>Data Deliverables</b>			
Definitive (hard copy), Adobe, SEDD (2A or 2B) – Include in base analysis cost.			
Comprehensive (hard copy), Adobe, SEDD (2A or 2B)			
<b>Cost Multiplier for Expedited Sample Analysis</b>			
24 hour			
48 hour			
72 hour			
7 day			
14 day			
21 days = Standard turn-around-time	Include in bases analysis cost.		

**Notes:**

- 1 - Unless otherwise specified in a task order, project-specific MS/MSD are required. The cost of MS/MD shall be included as part of the base analysis cost.**
- 2 – Method version numbers have been intentionally omitted. The contractors shall assume that the most current method version applies.**

TABLE 3-2: TARGET COMPOUND LIST	
METHOD 8021 – VOLATILE AROMATIC COMPOUNDS	
Target Compound	CAS Registry No.
Benzene <sup>2,3</sup>	71-43-2
Bromobenzene <sup>1</sup>	108-86-1
Bromochloromethane	74-97-5
Bromodichloromethane <sup>1</sup>	75-27-4
Bromoform <sup>1</sup>	75-25-2
Bromomethane <sup>1,5</sup>	74-83-9
n-Butylbenzene	104-51-8
sec-Butylbenzene	135-98-8
tert-Butylbenzene	98-06-6
Carbon tetrachloride <sup>1</sup>	56-23-5
Chlorobenzene <sup>1,2</sup>	108-90-7
Chloroethane <sup>1,5</sup>	75-00-3
Chloroform <sup>1</sup>	67-66-3
Chloromethane <sup>1,5</sup>	74-87-3
2-Chlorotoluene	95-49-8
4-Chlorotoluene	106-43-4
Dibromochloromethane <sup>1</sup>	124-48-1
1,2-Dibromo-3-chloropropane <sup>4</sup>	96-12-8
1,2-Dibromoethane	106-93-4
Dibromomethane <sup>1</sup>	74-95-3
1,2-Dichlorobenzene <sup>1,2</sup>	95-50-1
1,3-Dichlorobenzene <sup>1,2</sup>	541-73-1
1,4-Dichlorobenzene <sup>1,2</sup>	106-46-7
Dichlorodifluoromethane <sup>1,5</sup>	75-71-8
1,1-Dichloroethane <sup>1</sup>	75-34-3
1,2-Dichloroethane <sup>1</sup>	107-06-2
1,1-Dichloroethene <sup>1</sup>	75-35-4
cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethene <sup>1</sup>	156-60-5
1,2-Dichloropropane <sup>1</sup>	78-87-5
1,3-Dichloropropane	142-28-9
2,2-Dichloropropane	594-20-7
1,1-Dichloropropene	563-58-6
cis-1,3-Dichloropropene <sup>1</sup>	10061-01-5
trans-1,3-Dichloropropene <sup>1</sup>	10061-02-6

<b>TABLE 3-2: TARGET COMPOUND LIST</b>	
Ethyl Benzene <sup>2,3</sup>	100-41-4
Hexachlorobutadiene	87-68-3
Isopropylbenzene (Cumene)	98-82-8
p-Isopropyltoluene (p-Cumene)	99-87-6
Methylene chloride <sup>1</sup>	75-09-2
Naphthalene	91-20-3
n-Propylbenzene	103-65-1
Styrene	100-42-5
1,1,1,2-Tetrachloroethane <sup>1</sup>	630-20-6
1,1,2,2-Tetrachloroethane <sup>1</sup>	79-34-5
Tetrachloroethene <sup>1</sup>	127-18-4
Toluene <sup>2,3</sup>	108-88-3
1,2,3-Trichlorobenzene	87-61-6
1,2,4-Trichlorobenzene	120-82-1
1,1,1-Trichloroethane <sup>1</sup>	71-55-6
1,1,2-Trichloroethane <sup>1</sup>	79-00-5
Trichloroethene (trichloroethylene) <sup>1</sup>	79-01-6
Trichlorofluoromethane <sup>1,5</sup>	75-69-4
1,2,3-Trichloropropane <sup>1</sup>	96-18-4
1,2,4-Trimethylbenzene	95-63-6
1,3,5-Trimethylbenzene	108-67-8
Vinyl chloride <sup>1,5</sup>	75-01-4
o-Xylene <sup>2,3</sup>	95-47-6
m-Xylene <sup>2,3</sup>	108-38-3
p-Xylene <sup>2,3</sup>	106-42-3
<b>METHOD 8081 ORGANOCHLORINE PESTICIDES</b>	
Aldrin	309-00-2
Alpha-BHC	319-84-6
Beta-BHC	319-85-7
Gamma-BHC (Lindane)	58-89-9
Delta-BHC	319-86-8
Alpha-Chlordane	5103-71-9
Gamma-Chlordane	5103-74-2
4,4'-DDD	72-54-8
4,4'-DDE	72-55-9
4,4'-DDT	50-29-3
Dieldrin	60-57-1
Endosulfan I	959-98-8

<b>TABLE 3-2: TARGET COMPOUND LIST</b>	
Endosulfan II	33213-65-9
Endosulfan sulfate	1031-07-8
Endrin	72-20-8
Endrin aldehyde	7421-93-4
Endrin ketone	53494-70-5
Heptachlor	76-44-8
Heptachlor epoxide	1024-57-3
Methoxychlor	72-43-5
Toxaphene	8001-35-2
<b>METHOD 8082 PCBS AS AROCLORS</b>	
Aroclor-1016	12674-11-2
Aroclor-1221	11104-28-2
Aroclor-1232	11141-16-5
Aroclor-1242	53469-21-9
Aroclor-1248	12672-29-6
Aroclor-1254	11097-69-1
Aroclor-1260	11096-82-5
<b>METHOD 8082 PCB CONGENERS</b>	
2-Chlorobiphenyl	2051-60-7
2,3-Dichlorobiphenyl	16605-91-7
2,2',5-Trichlorobiphenyl	37680-65-2
2,4',5-Trichlorobiphenyl	16606-02-3
2,2',3,5'-Tetrachlorobiphenyl	41464-39-5
2,2',5,5'-Tetrachlorobiphenyl	35693-99-3
2,3',4,4'-Tetrachlorobiphenyl	32598-10-0
2,2',3,4,5'-Pentachlorobiphenyl	38380-02-8
2,2',4,5,5'-Pentachlorobiphenyl	37680-73-2
2,3,3',4',6-Pentachlorobiphenyl	38380-03-9
2,2',3,4,4',5'-Hexachlorobiphenyl	35065-28-2
2,2',3,4,5,5'-Hexachlorobiphenyl	52712-04-6
2,2',3,5,5',6-Hexachlorobiphenyl	52663-63-5
2,2',4,4',5,5'-Hexachlorobiphenyl	35065-27-1
2,2',3,3',4,4',5-Heptachlorobiphenyl	35065-30-6
2,2',3,4,4',5, 5'-Heptachlorobiphenyl	35065-29-3
2,2',3,4,4',5',6-Heptachlorobiphenyl	52663-69-1
2,2',3,4',5,5',6-Heptachlorobiphenyl	52663-68-0
2,2',3,3',4,4',5,5',6-Nonachlorobiphenyl	40186-72-9
<b>METHOD 8260 VOLATILE ORGANIC COMPOUNDS</b>	



TABLE 3-2: TARGET COMPOUND LIST	
Acetone <sup>1</sup>	67-64-1
Benzene	71-43-2
Bromobenzene	108-86-1
Bromochloromethane	74-97-5
Bromodichloromethane	75-27-4
Bromoform	75-25-2
Bromomethane <sup>1</sup>	74-83-9
2-Butanone (methyl ethyl ketone) <sup>1</sup>	78-93-3
n-Butylbenzene	104-51-8
sec-Butylbenzene	135-98-8
tert-Butylbenzene	98-06-6
Carbon disulfide <sup>1</sup>	75-15-0
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane <sup>1</sup>	75-00-3
Chloroform	67-66-3
Chloromethane <sup>1</sup>	74-87-3
2-Chlorotoluene	95-49-8
4-Chlorotoluene	106-43-4
Dibromochloromethane	124-48-1
1,2-Dibromo-3-chloropropane <sup>1</sup>	96-12-8
1,2-Dibromoethane	106-93-4
Dibromomethane	74-95-3
1,2-Dichlorobenzene	95-50-1
1,3-Dichlorobenzene	541-73-1
1,4-Dichlorobenzene	106-46-7
Dichlorodifluoromethane <sup>1</sup>	75-71-8
1,1-Dichloroethane	75-34-3
1,2-Dichloroethane	107-06-2
1,1-Dichloroethene	75-35-4
cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethene	156-60-5
1,2-Dichloropropane	78-87-5
1,3-Dichloropropane	142-28-9
2,2-Dichloropropane	594-20-7
1,1-Dichloropropene	563-58-6
cis-1,3-Dichloropropene	10061-01-5
trans-1,3-Dichloropropene	10061-02-6

TABLE 3-2: TARGET COMPOUND LIST	
Ethyl Benzene	100-41-4
Hexachlorobutadiene	87-68-3
2-Hexanone <sup>1</sup>	591-78-6
Iodomethane	74-88-4
Isopropylbenzene (Cumene)	98-82-8
p-Isopropyltoluene (p-Cumene)	99-87-6
Methylene chloride	75-09-2
4-Methyl-2-pentanone <sup>1</sup>	108-10-1
Naphthalene	91-20-3
n-Propylbenzene	103-65-1
Styrene	100-42-5
1,1,1,2-Tetrachloroethane	630-20-6
1,1,2,2-Tetrachloroethane	79-34-5
Tetrachloroethene	127-18-4
Toluene	108-88-3
1,2,3-Trichlorobenzene	87-61-6
1,2,4-Trichlorobenzene	120-82-1
1,1,1-Trichloroethane	71-55-6
1,1,2-Trichloroethane	79-00-5
Trichloroethene (trichloroethylene)	79-01-6
Trichlorofluoromethane <sup>1</sup>	75-69-4
1,2,3-Trichloropropane	96-18-4
1,2,4-Trimethylbenzene	95-63-6
1,3,5-Trimethylbenzene	108-67-8
Vinyl chloride <sup>1,2</sup>	75-01-4
o-Xylene	95-47-6
m-Xylene	108-38-3
p-Xylene	106-42-3
METHOD 8270 FORBASE/NEUTRAL FRACTION COMPOUNDS	
Acenaphthene	83-32-9
Acenaphthylene	208-96-8
Acetophenone	98-86-2
Aniline <sup>1</sup>	62-53-3
Anthracene	120-12-7
Benzidine <sup>1</sup>	92-87-5
Benzo(a)anthracene	56-55-3
Benzo(b)fluoranthene	205-99-2
Benzo(k)fluoranthene	207-08-9

TABLE 3-2: TARGET COMPOUND LIST	
Benzo(g,h,i)perylene	191-24-2
Benzo(a)pyrene	50-32-8
Benzyl alcohol <sup>1</sup>	100-51-6
4-Bromophenyl phenyl ether	101-55-3
Butyl benzyl phthalate	85-68-7
4-Chloroaniline <sup>1</sup>	106-47-8
bis(2-Chloroethoxy)methane	111-91-1
bis(2-Chloroethyl) ether	111-44-4
bis(2-Chloroisopropyl) ether	108-60-1
2-Chloronaphthalene	91-58-7
4-Chlorophenyl phenyl ether	7005-72-3
Chrysene	218-01-9
Dibenz(a,h)anthracene	53-70-3
Dibenzofuran	132-64-9
Di-n-butyl phthalate	84-74-2
1,2-Dichlorobenzene	95-50-1
1,3-Dichlorobenzene	541-73-1
1,4-Dichlorobenzene	106-46-7
3,3'-Dichlorobenzidine	91-94-1
Diethyl phthalate <sup>1</sup>	84-66-2
Dimethyl phthalate	131-11-3
2,4-Dinitrotoluene	121-14-2
2,6-Dinitrotoluene	606-20-2
Di-n-octyl phthalate	117-84-0
Diphenyl amine	122-39-4
1,2-Diphenylhydrazine	122-66-7
bis(2-Ethylhexyl) phthalate	117-81-7
Fluoranthene	206-44-0
Fluorene	86-73-7
Hexachlorobenzene	118-74-1
Hexachlorobutadiene	87-68-3
Hexachlorocyclopentadiene <sup>1</sup>	77-47-4
Hexachloroethane	67-72-1
Hexachloropropene	1888-71-7
Indeno(1,2,3-cd)pyrene	193-39-5
Isophorone	78-59-1
2-Methylnaphthalene	91-57-6
Naphthalene	91-20-3

TABLE 3-2: TARGET COMPOUND LIST	
2-Naphthylamine	91-59-8
2-Nitroaniline <sup>1</sup>	88-74-4
3-Nitroaniline <sup>1</sup>	99-09-2
4-Nitroaniline <sup>1</sup>	100-01-6
Nitrobenzene	98-95-3
N-Nitroso-dimethylamine <sup>1</sup>	62-75-9
N-Nitrosodiphenylamine <sup>1, 2</sup>	86-30-6
N-Nitroso-di-n-propylamine	621-64-7
N-Nitrosopyrrolidine	930-55-2
Phenanthrene	85-01-8
Pyrene	129-00-0
Pyridine	110-86-1
1,2,4,5-tetrachlorobenzene	95-94-3
1,2,4-Trichlorobenzene	120-82-1

## **ATTACHMENT 1**

---

## Example Analytical Services Agreement

**U.S. Army Corps of Engineers  
Seattle District**

**Date Issued:** *day, month, year*

**Revision:** *Draft, Final, Rev. 1, etc.*



## Final Analytical Services Agreement

**For**

**Analytical Laboratory, Inc.**

### Street Name

Seattle, WA #####

**POC –Client manager name**

Phone:

Fax:

e-mail:

## Example Analytical Services Agreement

**U.S. Army Corps of Engineers**  
**Seattle District**

**Date Issued:** *day, month, year*  
**Revision:** *Draft, Final, Rev. 1, etc.*

**Project Name:** *"HTRW Example Project"*

**Task Order:** *#####*

### **Controlling Documents:**

1 - "USACE Shell" (in EM 200-1-3, February 2001), for method performance, PQLs and corrective action criteria

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em200-1-3/toc.htm>

2 - "Analytical Methods for Petroleum Hydrocarbons", Publication No. ECY 97-602 (June 1997)

3 - "Project Name Quality Assurance Project Plan" (date)

**Location:** *Somewhere, WA*

**PR&C Number:** *%####.*

**Approximate Sampling Dates:** *day, month, year*

**USACE Sampling Lead:** *Sampler Name*      *Phone: 206-764-xxxx*      *FAX: 206-764-xxxx*

**USACE Chemist:** *Chemist Name*      *Phone: 206-764-xxxx*      *FAX: 206-764-xxxx*

## Example Analytical Services Agreement

**U.S. Army Corps of Engineers**  
**Seattle District**

**Date Issued:** *day, month, year*  
**Revision:** *Draft, Final, Rev. 1, etc.*

Scope								
Parameter			Sample Quantity (Matrix)	Lab	Deliverable (Preliminary:Final)	TAT (Preliminary:Final)	Unit Price	Quantity Price
Analyte Name	Extraction Method	Instrument Method						
GRO	NWTPH-Gx		0 to 12 (soil)	XYZ	RO:Summary	=48 hour: =14 calendar days	\$amount	\$amount
DRO (diesel, motor oil)	NWTPH -Dx		0 to 12 (soil)	XYZ	RO:Summary	=48 hour: =14 calendar days	\$amount	\$amount
VOC (BTEX, MTBE)	5330B	SW 8260B	0 to 12 (soil)	XYZ	RO:Summary	=48 hour: =14 calendar days	\$amount	\$amount
Total Organic Carbon	N/A	9060B	20-25 (water)	XYZ	RO:Summary <sup>a</sup>	=14 calendar days	\$amount	\$amount
PAHs	3550B	8270C	5-10 (water)	XYZ	RO:Comprehensive <sup>b</sup>	≤ 21 calendar days	\$amount	\$amount
PCBs	3550B	8082	0-12 (soil)	XYZ	RO:Comprehensive <sup>b</sup>	≤ 21 calendar days	\$amount	\$amount
RCRA metals	3050B	6010B/7000	1 (soil)	XYZ	RO: Comprehensive <sup>b</sup>	≤ 21 calendar days	\$amount	\$amount
TCLP	1311	6010B/7470A	1 (soil)	XYZ	RO: Comprehensive <sup>b</sup>	≤ 21 calendar days	\$amount	\$amount
<b>Other Charges:</b>								
							<b>TOTAL = \$ amount(s)</b>	

Key:

SW = EPA SW-846 Method (Update III)  
 RO = results only (preliminary Data)

Summary = "level III" data package  
<sup>a</sup> = SEDD 2A EDD

Lab Name = XYZ  
<sup>b</sup> = SEDD 2B EDD



## Example Analytical Services Agreement

**U.S. Army Corps of Engineers**  
**Seattle District**

**Date Issued:** *day, month, year*  
**Revision:** *Draft, Final, Rev. 1, etc.*

Sampling Containers, Preservation and Hold-Time				
Analysis Name	Container	Required Sample Amount	Preservation	Hold -Time
NWTPH-Gx	3, 40 ml VOAs	Fill container	4 ±2°C	=14 calendar days
NWTPH-Dx (diesel, motor oil)	20oz glass jar with Teflon lined lid	Fill container	4 ±2°C	=14 calendar days
SW 8260 (BTEX, MTBE)	3, 40 ml VOA filled to top	Fill container	4 ±2°C HCL to pH <2	=14 calendar days
Total Organic Carbon	1, 500ml amber glass	Fill container	4 ±2°C, H <sub>2</sub> SO <sub>4</sub>	=14 calendar days
PAHs	1, 1 Liter amber glass	Fill container	4 ±2°C	=21 calendar days
PCBs	1, 250 ml wide-mouth glass jar	Fill container	4 ±2°C	=21 calendar days
RCRA metals	1, 250 ml wide-mouth glass jar	Fill container	4 ±2°C	=21 calendar days
TCLP	1, 250 ml wide-mouth glass jar	Fill container	4 ±2°C	=21 calendar days
Temperature Blank	20 oz glass jar	Fill container	4 ±2°C	NA

**Note:** % Moisture aliquot will be taken from sample containers.

## Example Analytical Services Agreement

**U.S. Army Corps of Engineers  
Seattle District**

**Date Issued:** *day, month, year*  
**Revision:** *Draft, Final, Rev. 1, etc.*

### **Sample Loading:**

All samples will be delivered to the laboratory during normal business hours by Sampler or other USACE employee on or about day, month, year.

### **Other Requirements:**

Sample containers, coolers, packaging material, chain-of-custodies, temperature blank and scoopula to be supplied by XYZ Lab *x* days in advance to *Sampler Name* at the NWS office.

### **Method Performance Notes:**

- 1 - Project-specific MS/MSDs are required.
- 2 – Use Shell limits for method performance criteria where applicable. Apply laboratory limits when not provided in Shell.
- 3 - PQLs must meet MTCA A requirements.
- 4 - Corrective actions must be performed per the USACE Shell (see above).
- 5 – Report all results on a dry weight basis.

### **Deliverables and Invoicing:**

- 1 - See the contract for final hardcopy deliverables format.
- 2 – Send preliminary results in PDF format via email to *Project Chemist*.
- 3 - Sample Receipt Forms + Chain-of-Custody – fax on receipt to 206-764-3706 (attention *Project Chemist*).
- 4 – Send all final deliverables (EDD and hard-copy) to *Project Chemist*.

### **Laboratory Qualifications:**

## Example Analytical Services Agreement

**U.S. Army Corps of Engineers**  
**Seattle District**

**Date Issued:** *day, month, year*

**Revision:** *Draft, Final, Rev. 1, etc.*

The laboratory must hold a current USACE and State of Washington validation for the parameters of concern. Photocopies of applicable documentation should be delivered to the USACE project chemist in PDF format prior to the start of work.

## Example Analytical Services Agreement

**U.S. Army Corps of Engineers  
Seattle District**

**Date Issued:** *day, month, year*

**Revision:** *Draft, Final, Rev. 1, etc.*

**Project Scope Approved By:**

**USACE Project Chemist**

\_\_\_\_\_  
*Project Chemist*

\_\_\_\_\_  
Date

**Laboratory Client Manager**

\_\_\_\_\_  
*Client Manager*

\_\_\_\_\_  
Date

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

This page intentionally blank



## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

This page intentionally blank

Section G – Contract Administration Data

1. CONTRACT ADMINISTRATION DATA:

Seattle District, Corps of Engineers  
ATTN: CENWS-CT-CB-CU  
P.O. Box 3755  
Seattle, WA 98124-3755

Name: Susan Newby  
Phone: (206) 764-6780  
FAX: (206) 764-6817  
Email: [Susan.F.Newby@usace.army.mil](mailto:Susan.F.Newby@usace.army.mil)

Contracting Officer's Representative (COR):

Kira Lynch, Phone: (206) 764-6918  
FAX: (206) 764-3706  
Email: [kira.p.lynch@usace.army.mil](mailto:kira.p.lynch@usace.army.mil)

2. INVOICE SUBMITTAL:

Original + two (2) copies to:

USACE Finance Center  
ATTN: CEFC-AD-P  
5720 Integrity Drive  
Millington, TN 38054-5005

One copy to:

Seattle District, Corps of Engineers  
Attn: Catherine Martin  
P.O. Box 3755  
Seattle, WA 98124-3755

3. ACCOUNTING AND APPROPRIATION DATA:

Information will be provided for each individual task order.

This page intentionally blank

## Section H - Special Contract Requirements

52.228-4002

Required Insurance

JAN 2000

## CLAUSES INCORPORATED BY FULL TEXT

## REQUIRED INSURANCE (52.228-4002) (JAN 2000)

a. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

(1) Workers' Compensation and Employer's Liability Insurance as legally required by the state wherein the work is being performed. Employer's liability coverage of at least ~~\$100,000.00~~ shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. If occupational diseases are not compensable under the Federal or State Workers' compensation and occupational disease statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy; however, property damage liability insurance ordinarily shall not be required.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than (30) days after written notice thereof to the Contracting Officer.

This page intentionally blank

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
- (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Nondevelopmental item means--
  - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
  - (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
  - (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- (g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.



(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) For cost-plus-award-fee contracts--
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may--
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
  - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)



(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not

enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

#### 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

#### 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

#### 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition

costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$200,000.00;

(2) Any order for a combination of items in excess of \$200,000.00; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after



issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the expiration date of the contract**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Base**

plus four (4) Option Periods.

(End of clause)

#### **Option for Increased Quantity**

The Government may increase the quantity of work called for herein by requiring the completion of one or more of the **optional items/optional item** identified in the Schedule as **optional items/an optional item**. The Contracting Officer may exercise **these options/this option** at any time or not at all, within the period specified in the Special Clauses, by giving written notice to the Contractor. Notice to Proceed on work item(s) added by exercise of the option(s) will be given upon execution of Consent of Surety.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

##### (a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government

business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the



clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

## 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive

Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written

approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of



the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments

thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the

wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class    Monetary Wage-Fringe Benefits

(End of clause)

#### 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to

cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any

judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).



(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by

the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve

System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor,

render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the

termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy

petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:



(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

## 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

## 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

## 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Alterations will be specified at time of award.

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
  - (1) Suspension or debarment;
  - (2) Cancellation of the contract at no cost to the Government; or
  - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
  - (1) The person involved;
  - (2) The nature of the conviction and resultant sentence or punishment imposed;
  - (3) The reasons for the requested waiver; and
  - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.
- (End of clause)

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
  - (1) The Contracting Officer has given prior written approval; or
  - (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of



its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the

actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

**252.215-7000 PRICING ADJUSTMENTS (DEC 1991)**

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)**

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

#### 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is --

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
With Restrictions \1/			
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_



Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the

parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

#### 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. \_\_\_\_\_ is complete, accurate, and complies with all requirements of the contract.

Date \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

(End of clause)

#### 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items --presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains

unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board

of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

## 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

## 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

## 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

## 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting

requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 547380.

(2) The small business size standard is \$6 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules

and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose



any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.  
The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

This page intentionally blank

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the

Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity Firm-Fixed Price Service contract resulting from this solicitation.

(End of clause)

#### 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

#### 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

#### 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and



(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

This page intentionally blank

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

TECHNICAL EVALUATION CRITERIA

This page intentionally blank

## **TABLE OF CONTENTS**

- 1. INTRODUCTION**
  - A. Invitation**
  - B. Project Description**
- 2. SUBMITTAL REQUIREMENTS**
  - A. General Requirements**
  - B. Technical Proposal Format**
    - 1. Cover Letter**
    - 2. Table of Contents**
    - 3. Technical Data**
  - C. Price Proposal Format**
- 3. EVALUATION FACTORS**
  - A. Technical Evaluation Criteria**
    - 1. Organization Experience/Technical Capability with Similar Services**
    - 2. Quality of Management Approach**
    - 3. Past Performance**
  - B. Price**
- 4. TECHNICAL MERIT RATINGS**
  - A. Outstanding**
  - B. Above Average**
  - C. Satisfactory (Neutral)**
  - D. Marginal**
  - E. Unsatisfactory**
- 5. TECHNICAL PROPOSAL MINIMUM REQUIREMENTS AND EVALUATION METHOD**
  - A. Organization Experience/Technical Capability with Similar Services**
    - 1. Organizational Chart and Key Personnel**
    - 2. Reporting and Detection Limits for the Analytical Parameters**
    - 3. Submittal Requirements**
    - 4. Evaluation Method**
  - B. Quality of Management Approach**
    - 1. Availability of Results from Laboratory Information Management System**
    - 2. Internet Access**
    - 3. Same-Day Services**
    - 4. Quality Control Manual**
    - 5. Submittal Requirements**
    - 6. Evaluation Method**
  - C. Past Performance – Evaluation Method**
- 6. EVALUATION AND AWARD PROCEDURES**
  - A. Relative Importance Definitions**

1. Significantly More Important
  2. More Important
  3. Comparatively Equal
  4. Equal
- B. Evaluation**
1. Technical proposal evaluation
  2. Evaluation by Technical Evaluation Team (TET)
  3. TET Utilization of rating factors
  4. Consideration for Award
  5. Price as secondary importance
- C. Best Value Analysis**

**7. SELECTION AND AWARD WITHOUT DISCUSSIONS**

- A. Government's Intent
- B. Competitive Range
- C. During Discussions
- D. After Discussions
- E. Selection and Award

**8. DEBRIEFINGS**

- A. Exclusion of Offerors
- B. Unsuccessful Offerors

## PROPOSAL SUBMISSION AND EVALUATION

### 1. INTRODUCTION.

**A. Invitation.** Your firm is invited to submit a proposal for the project entitled "**Analytical Laboratory Services for Environmental Sample Analysis in the states of Washington, Idaho and Montana for the Seattle District, U. S. Army Corps of Engineers**". Contractors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation. This solicitation is issued as a Request For Proposal (RFP). Proposals will be evaluated based upon technical merit and cost. The Government intends to procure this service requirement on a competitive basis in accordance with the provisions set forth in this RFP, and make award on initial offers, without further discussions or additional information. Up to **three** Indefinite Delivery Indefinite Quantity Firm fixed-price contract will be awarded to the firms submitting the proposal that: a) conforms to this request for proposals (RFP); b) is considered to offer the best value to the Government in terms of the evaluation factors, including price; and, c) is determined to be in the best interest of the Government. The award will result in a contract that consists of a Base plus four (4) Option Periods. It is very important to read all sections of this RFP prior to assembling your proposal, in order for you to submit a successful proposal.

**B. Project Description.** The Analytical Services support for the U.S. Army Corps of Engineers, Seattle District, is for the chemical analysis of soil, air, soil vapor, dredge materials, treatment system process streams, sediment, sludge, ground water, surface water, and other environmental samples. These samples have typically been collected from various hazardous and toxic waste site cleanup projects. Others may typically be collected from various hazardous and toxic waste site cleanup projects. Others may be emergency operations samples for characterization of unknowns including chemical and biological agents. Chemical analysis and reporting services will be performed by the Contract Laboratory in support of the hazardous waste investigations, remediation programs, and emergency operations conducted by, or on behalf of the Seattle District (NWS). The purpose of this project is to enable the performance, under a single contract mechanism, of analytical services for various projects as needed. Individual task orders will be issued for each analytical services scope under this contract. Each task order will contain specific scope-related information such as number and type of analyses required, test method references, project deliverable requirements, project timing, applicable shipping information, etc. (Attachment 1). Upon receipt of a project scope of work, the contractor laboratory will develop and submit a cost estimate to the USACE point of contact. Following USACE approval of this cost estimate, a task order will be issued to the contract laboratory for the project work.

### 2. SUBMITTAL REQUIREMENTS.

**A. General Requirements.** Proposals shall be submitted in two parts: (a) technical proposal, and (b) price proposal. Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package.

Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that criterion was provided. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and money is expended in preparing information required by the Request for Proposals (RFP). Data submitted must reflect the offeror's interpretation of criteria contained in the RFP. Proposals are to be on 8 ½ x 11-inch paper, to the maximum extent practicable, and submitted in standard letter (8½ x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. Pages shall be numbered consecutively. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Arrangements, layout plans, and notes may all be combined together on single sheets in order to simplify presentation, so long as clarity is maintained. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present complete and effective responses are not desired and may be construed as an indication of the proposer's lack of cost-consciousness. Elaborate artwork, expensive paper and bindings, and expensive/extensive visual and other presentation aids are neither necessary nor wanted. Offeror's are encouraged to structure their proposal submission using guidelines presented in Paragraph B below, of this Section. However, to minimize effort expended by the Offeror's, other formats will be accepted so long as requested information is provided. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

**B. Technical Proposal Format. Submit 5 copies**, consisting of the **original and 4 copies**. As a minimum, each copy of the technical proposal should follow the general format specified below. Pages should be numbered from beginning to end, without repeating for new sections.

1. **Cover Letter:** The Technical Proposal Cover Letter, including deviations and betterments, should be the first page of your technical proposal and must show the following:

- a. Solicitation number;
- b. Name, address, telephone and facsimile numbers of the Offeror, and electronic address, if available.
- c. Names, titles, telephone and facsimile numbers, and electronic addresses, if available, of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- d. Names, title, and signature of the person authorized to sign the proposal.
- e. A statement that the offer has an **acceptance period of 90 calendar days** from the date the offer is submitted.
- g. Deviations from the RFP: Offerors shall specifically identify, in their cover letter in a section entitled "Deviations", all deviations from the minimum RFP requirements, and if required to submit a Final Proposal Revision, all changes made to their original proposal. All



alternates shall be specifically addressed and expanded upon in the proposal or Final Proposal Revision. Deviations must not result in an Offeror's proposal that does not meet minimum RFP criteria. .

h. Identification of Items Exceeding RFP Requirements: Offeror's should specifically identify in an attachment to their cover letter a list entitled "Identification of Items Exceeding RFP Requirements" all items that exceed the minimum RFP requirements and, if required to submit a Final Proposal Revision, all changes made to their original proposal that exceed RFP minimum requirements. All of these items should be specifically addressed and expanded upon in the proposal or Final Proposal Revision.

i. Amendments: **Acknowledge all amendments** by number and date of issue **in your cover letter**. NOTE: If discussions are held, acknowledge all amendments issued on the cover letter submitted with your revised proposals or final proposal revisions.

2. **Table of Contents:** List all sections contained in the technical proposal. A separate section shall be provided for each evaluation criterion. Any additions or revisions to the proposal shall include an updated Table of Contents for each set.

3. **Technical Data:** Consisting of outline specifications and supporting data shall be furnished as part of the formal proposal and shall meet all requirements of the RFP, technical specifications and referenced regulations. It shall be specific and complete, and demonstrate thorough understanding of the requirements. It shall include, where applicable, complete explanations of procedures and the program you propose to follow. Additionally, it shall demonstrate the merit of the technical approach offered and shall be an orderly, specific, and complete document in every detail, and should demonstrate a thorough understanding of the requirement. It should include, where applicable, diagrams, charts, ;and complete explanations of the schedules or procedures you propose to follow.

**C. Price Proposal Format.** The contents of your price proposal should include the Pricing Schedule with prices for all line items (original). To include, completion and submission of Section K, Representations, Certifications and Other Statements of Offerors, acknowledgement of all amendments, Standard Form (SF) 33, Solicitation, Offer & Award, and the Corporate Certificate located at the beginning of the solicitation. Ensure that the SF 33 is signed by an official authorized to bind for your firm.

**3. EVALUATION FACTORS** – Proposals will be evaluated on the basis of two criteria: **TECHNICAL** and **PRICE**.

**A. Technical Evaluation Criteria:**

1. Organization Experience/Technical Capability with Similar Services;
2. Quality of Management Approach;
3. Past Performance.

**B. Price:** Price will be evaluated for reasonableness, but not rated. Price will be a factor in establishing the competitive range prior to discussions and in making the final determination for award.

**4. TECHNICAL MERIT RATINGS.** Proposals will be evaluated using the following adjectival descriptions below. Evaluators will apply the appropriate adjective to each criterion (and sub-criterion) rated. The evaluator's narrative explanation must clearly establish that the Offeror's proposal meets the definitions established below:

**A. Outstanding** – Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timeliness and highest quality performance is anticipated. Demonstrates exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the Contract. An assigned rating within "Outstanding" indicates that, in terms of the specific criterion (or sub-criterion), the submittal contains essentially no significant weaknesses, deficiencies or disadvantages; demonstrate the least level of risk. Very significantly exceeds most or all solicitation requirements. **Very high probability of success.**

**B. Above Average** – Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Have one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The Offeror's qualifications are adequately responsive with minor deficiencies but no major deficiencies noted. An assigned rating within "Above Average" indicates that, in terms of the specific criterion (or sub-criterion), any deficiencies noted are of a minor nature that should not seriously affect the Offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating within "Above Average" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and significantly exceed many of the RFP requirements. Response exceeds a "Satisfactory" rating. **High probability of success.**

**C. Satisfactory (Neutral)** – Information submitted demonstrates Offeror's potential to meet performance or capability standards. Acceptable solution. Meets minimum standard requirements. Few or no advantages or strengths. The Offeror's qualifications contain weaknesses in several areas that are not offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific criterion (or sub-criterion), the Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that s/he will not be successful. Equates to Neutral. Good probability of success as there is sufficient confidence that a fully compliant level of performance will be achieved. Meets all RFP requirements.

Complete and comprehensive proposal; exemplifies an understanding of the scope and depth of the task requirements and the Offeror's understanding of the Government's requirements. Response exceeds a "Marginal" rating. **No significant advantages or disadvantages.**

**D. Marginal** – Information submitted demonstrates the Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific criterion (or sub-criterion). The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be Unsatisfactory. The assignment of a rating within the bounds of "Marginal" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a moderate level of risk to the Government. Low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Response exceeds an "Unsatisfactory" rating. **Significant disadvantages.**

**E. Unsatisfactory** – Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. The submittal does not meet the minimum requirements of the RFP. There is no reasonable expectation that acceptable performance would be achieved. Offeror's qualifications have many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many of the minimum requirements. The Offeror's qualifications submittals are so unacceptable that they would have to be completely revised in order to attempt to make it other than unacceptable; demonstrates an unacceptable level of risk. **Very significant disadvantages.**

## **5. TECHNICAL PROPOSAL MINIMUM REQUIREMENTS AND EVALUATION METHOD:**

**A. ORGANIZATION EXPERIENCE/TECHNICAL CAPABILITY WITH SIMILAR SERVICES:** *(Criterion A is Significantly More Important than Criterion B, Quality of Management Approach; Criterion B is Comparatively Equal to Criterion C, Past Performance. Sub-criterion 1are Significantly More Important than Sub-criterion 2 under this Criterion.)*

### **DEFINITIONS:**

**LABORATORY PROJECT MANAGERS (PMs):** Laboratory Project Manager(s) are responsible for preparing the requirements are met by the laboratory, and advising internal personnel and customers of variances. The PM will provide technical guidance and necessary laboratory related information to the lab personnel and to the client, and provide peer review of the final document to ensure accuracy of the information and data. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory project management experience shall be required.

**QUALITY MANAGER:** The Quality Manager or Quality Assurance (QA) Manager or similar will be responsible for overseeing the QA aspects of the data and serve as the focal point for QA/QC. This individual shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory experience, including at least one year of applied experience with QA principles and practices in an analytical laboratory, shall be required.

**IT SPECIALIST:...**

#### **REPORTING AND DETECTION LIMITS AND METHOD DETECTION LIMIT STUDIES:**

The proposed analytical laboratory must provide reporting and detection limits for the analytical parameters to be used in this contract as part of the proposal. The detection and reporting limits should be consistent with the best currently available technology and instrumentation in the industry using the test methods. If lower detection limits are available for certain parameters by using extra sample volume (for example using 25-mL purge sample rather than 5-mL purge sample for aqueous VOCs), or other adjustment, this should be noted.

USACE typically uses federal and state regulations from states where NWS typically performs work in, such as Washington, Oregon, Idaho and Montana. Depending on the project, one or more of the following types of federal or state criteria listed below are employed:

- MTCA
- Federal/State drinking water standards
- Groundwater and surface water quality standards
- TCLP criteria
- Residential or non-residential soil cleanup standards
- Sediment quality standards

Applicable regulatory criteria vary depending on the task order. USACE typically will supply these criteria in the task order scope and require that the reporting/detection limits are capable of meeting these applicable criteria.

The laboratory must also submit the most recent method detection limit (MDL) studies and Method Quantitation Limits (MQLs) for all analyses list in Tables 3-1 and 3-2.

#### **Sub-criterion 1: Organizational Chart and Key Personnel**

a. Organizational Chart: Offerors shall provide an organizational chart clearly showing the Laboratory Staff, as the personnel who will be utilized in the project's required services in accordance with the Statement of Work; and their responsibilities for this project. The Organizational Chart for the proposed Laboratory Analysis Team shall include sufficient

personnel with appropriate education, current training and experience to fulfill their assigned duties, stated in the Statement of Work, paragraph 4.3.

b. Project Manager: The Project Manager shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline; must have a minimum of three years laboratory project management experience, and a minimum of three projects that demonstrates relevant laboratory experience within the last three years on projects similar to the proposed responsibilities for this project.

c. Quality Manager: The Quality Manager, Quality Assurance Manager or similar shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline; and a minimum of three projects that demonstrates relevant laboratory experience and at least one year of applied experience within the last three years with Quality Control principles and practices in an analytical laboratory.

d. Information Technology (IT) Specialist – The IT Specialist must have a minimum of three years in laboratory information systems (LIMS) management. Experience must include: 1) The ability to generate a well-formed SEDD XML file and validate it against DTDs or schemas that will be provided; 2) Skill in interfacing instrument systems with LIMS. The IT specialist is also required to perform checks of the EDD for contract compliance and resolve all discrepancies prior to delivering the EDD to the Corps at the required turn-around-time.

#### **SUBMITTAL REQUIREMENTS:**

a. In addition to resumes for the above personnel, Offerors shall submit resumes for at least three personnel that will report to the PM and at least three personnel that will report to the Quality Manager on typical sample analysis projects. The proposal should clearly present the credentials of each person. It is important that each resume include the relevant project experience mentioned in the previous criterion, above. Include all relevant educational qualifications. Resume should be no more than two (2) pages per individual and submitted in a format similar to the one below. It is expected that each key individual in your proposal will be the individual who performs work under this potential contract. Because selection will be partly based on this criterion, the Government reserves the right to approve substitutions in personnel during the contract period.

b. Summary of the Duties and Responsibilities of Key Personnel. In addition to the resumes, the Offeror shall provide a summary of the duties and responsibilities of these individuals. As a minimum, this sub-factor should include data on the following Resume Format:

##### **Name/Title of Project:**

1. Summary of the Duties/Responsibilities for this project;
2. Firm Affiliation/Years Affiliated.

**Years of Experience (performing duties/functions as proposed for this project):**

1. Education (Degree, Year, and Specialization);
2. Active Registrations/Professional/Technical Licenses/Certifications;
3. Specific Qualifications for this project, (see criterion for any special instructions such as a minimum number of projects to list).

**List of Relevant Experience, for each project listed, provide :**

1. Project Title and Location;
2. Year(s) of experience;
3. Firm Affiliated with during this project;
4. Name of Employing Firm;
5. Duties/Functions (address how this relates to role for solicitation project);
6. Brief Description of Project (address how this relates to solicitation project).

**EVALUATION METHOD:** The Organizational chart will be evaluated for functionality, completeness and reasonableness and the degree to which the offeror demonstrates an understanding of the aspects required for successfully accomplishing the services described in the solicitation. The more recent experience, and the greater the extent and relevance, of the team members' qualifications, and prior project experience, the higher the rating assigned for this criterion during evaluations. Only one individual will be identified and evaluated for each of the three Project Managers and three Quality Managers.

**Sub-criterion 2: Reporting and Detection Limits for the Analytical Parameters**

Offerors shall demonstrate the organization's capability that has relevant experience to perform the analytical services in accordance with the Statement of Work, by providing a the most current MDLs and MQLs for the analytical parameters listed on the bid schedule. The offeror shall explain how the project information provided is relevant to the proposed acquisition.

**SUBMITTAL REQUIREMENTS :**

a. **Types of Work Experience Required:** Specifically experienced and regularly engaging in the analytical services in accordance with the Statement of Work.

b. **Minimum Project Information:**

1. Project title & Location;
2. Dollar value of project;
3. Performance Period (month/year start to month/year end);
4. Brief Description of the laboratory analysis that meets the requirements of this criterion (explicitly state type of analysis, materials utilized and complexity and special conditions related to the reporting and detection limits required in this criterion).

5. Current Primary POC for the customer (name, relationship to project, agency/firm affiliation, city and state, phone number);
6. The firms on the proposed teams that performed this project; and
7. Work plan used that will demonstrate sufficient detail on how the services of the described analysis compare in complexity to the requirements in this project.

c. **EVALUATION METHOD:** This criterion will be evaluated for the quantity and quality of experience demonstrated. The greater the relevance and the more recent the prior project experience, the higher the rating assigned during evaluations. Demonstration of experience in completing projects that had the unique characteristics of the proposed project will be evaluated favorably. Projects involving reasonable and realistic Work Plan similar to the one specified in the Statement of Work of the solicitation may be given more consideration.

**B. QUALITY OF MANAGEMENT APPROACH:** *(Criterion B is Equal to Criterion C, Past Performance; and Criterion A is Significantly More Important than Criterion B and C. All Sub-criteria are Equally Important under this Criterion.)*

1. Availability of Results from Laboratory Information Management System:

The offeror must demonstrate their capability of providing data results transmitted through a Laboratory Information Management System (LIMS); which must track the status of samples throughout the entire operation sequence of sample handling, analysis, and reporting by the laboratory. Specifically, the laboratory must provide a description of how the LIMS is used to control major functions, such as the following:

- Sample receipt and login
- Sample scheduling
- Data acquisition
- Data processing and data approval
- Quality Control data processing
- Final reporting
- Electronic deliverables

The offeror must identify the extent of human manipulation required in each of the above functions, and, at a minimum, indicate whether it is capable of providing data results in electronic format directly from the LIMS.

2. Internet Access: The offeror must demonstrate their capability of providing access to data electronically and provide a summary description and information regarding any internet access capabilities that are available to USACE immediately; to include, maintaining and retaining the information for five (5) years following date of analyses. If external data validation is potentially required for any samples analyzed during this 5-year period, USACE will specify the comprehensive (fully data validatable) data package in the task order. The electronic format must have the following specific information:

- Sample status information
  - Access to chain of custody forms
  - Timely access to analytical results
  - Access to historical data
  - Generation of analytical reports
  - Generation of electronic deliverables
3. Same-Day Courier Services: At a minimum, the offeror must demonstrate a minimum of two (2) instances where relevant experience was performed in responding to emergency situations; and the offeror provided the same-day delivery and/or pickup services when required. The offeror must demonstrate the type of delivery services provided in an emergency situation.
  4. Quality Control Manual: The offeror must provide a Quality Control (QC) Manual. The manual shall be in accordance with the National Environmental Laboratory Accreditation Conference (NELAC) Quality Systems requirements. The Manual must contain the following items:
    - a. A quality policy statement, including objectives and commitments, by top management;
    - b. The organization and management structure of the laboratory, its place in any parent organization and relevant organizational charts;
    - c. The relationship between management, technical operations, support services and the quality system;
    - d. Procedures to ensure that all records required under this contract are retained, as well as procedures for control and maintenance of documentation through a document control system which ensures that all standard operating procedures (SOPs), manuals, or documents clearly indicate the time period during which the procedure or document was in force;
    - e. Job descriptions of key staff and reference to the job descriptions of other staff;
    - f. Identification of the laboratory's approved signatories; at a minimum, the title page of the Quality Control Manual must have the signed and dated concurrence, (with appropriate titles) of all responsible parties including the Quality Manager(s), technical director(s), and the agent who is in charge of all laboratory activities such as the laboratory director or laboratory manager;
    - g. The laboratory's procedures for achieving traceability of measurements;
    - h. A list of all test methods under which the laboratory performs its accredited testing;



- i. Mechanisms for ensuring that the laboratory reviews all new work to ensure that it has the appropriate facilities and resources before commencing such work;
- j. Reference to the calibration and/or verification test procedures used;
- k. Procedures for handling submitted samples;
- l. Reference to the major equipment and reference measurement standards used as well as the facilities and services used by the laboratory in conducting tests;
- m. Reference to procedures for calibration, verification and maintenance of equipment;
- n. Reference to verification practices which may include inter-laboratory comparisons, proficiency testing programs, use of reference materials and internal quality control schemes;
- o. Procedures to be followed for feedback and corrective action whenever testing discrepancies are detected, or departures from documented policies and procedures occur;
- p. The laboratory management arrangements for exceptionally permitting departures from documented policies and procedures or from standard specifications;
- q. Procedures for dealing with complaints;
- r. Procedures for protecting confidentiality (including national security concerns), and proprietary rights;
- s. Procedures for audits and data review;
- t. Processes/procedures for establishing that personnel are adequately experienced in the duties they are expected to carry out and are receiving any needed training;
- u. Reference to procedures for reporting analytical results;
- v. A Table of Contents, and applicable lists of references and glossaries, and appendices.

##### **5. SUBMITTAL REQUIREMENTS:**

Provide the proposed laboratory's plan to execute, schedule and control project progress and resources to ensure high quality material, methods, and maintainability. The offeror must demonstrate the capability to (1) provide adequate quantities and types of equipment

units to accomplish the laboratory analysis within specified time periods and (2) coordinate and manage the work with an adequate team of individuals (i.e., team members).

Describe by written narrative your management approach to accomplish the work including a description of your quality control program. Discuss your capability and approach to (1) Review and complete the analysis for contract requirement; (2) Perform activities when requirements are submitted one after another; (3) Protect the samples for a clear analysis; (4) Conform to safety and housekeeping requirements; (5) Coordinate with the Government on delivery of analysis in emergent situations; (6) Coordinate and manage the work of team members.

**6. EVALUATION METHOD:** As a minimum, the offeror must demonstrate that the firm has sufficient equipment and personnel to execute the proposed plan. Better ratings will be assigned for technical completeness, specificity, and likelihood of success.

**C. PAST PERFORMANCE:** At a minimum, a list of references (minimum of five) shall be provided that will reflect the competency of the Laboratory Analysis program and effectiveness of the organization that was provided the reference.

**EVALUATION METHOD:** The Government will evaluate the relative merits of each offeror's past performance. The Government reserves the right to consider all aspects of an offeror's performance history but will first evaluate the performance of those projects listed in this section of the solicitation. Projects involving the requirements of this RFP, which includes a Leadership/Management plan, working with the Government or with a Private Sector similar to those specified in the requirements of this section of the solicitation. The Government reserves the right to contact the evaluators on previous Government or Private Sector work to verify the offeror's construction experience. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)).

## **6. EVALUATION AND AWARD PROCEDURES**

**A. RELATIVE IMPORTANCE DEFINITIONS:** For the purpose of this evaluation, the following terms will be used to establish the relative importance of the criteria:

- **Significantly More Important:** The criterion is at least three (3) times greater in value than another criterion.
- **More Important:** The criterion is at least two (2) times greater in value than another criterion.
- **Comparatively Equal:** The criterion is at least one and one-half (1.5) times greater in value than another criterion.
- **Equal:** The criterion is of the same value as another criterion.

### **B. EVALUATION.**

1) Technical proposals will be evaluated for conformance with the minimum RFP criteria, and for the extent to which they exceed those criteria. While the intent is to keep the offeror's pre-award proposal effort to a minimum, proposals must provide adequate detail for evaluators to determine how the offeror's proposal meets or exceeds the RFP criteria. It must also form sufficient basis for developing a fair and reasonable price proposal.

2) All technical proposals will be evaluated by a Technical Evaluation Team (TET). Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals. Culmination of the technical evaluation will be assignment of a technical rating for each offer.

3) The TET will utilize the relative importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation.

4) To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. No proposal shall be accepted that does not address all criteria requested in this section of the solicitation or which includes stipulations or qualifying conditions unacceptable to the Government.

5) Price is of secondary importance and will be considered of lower importance than technical factors. Pricing will be independently evaluated to determine reasonableness and to aid in determination of the Offeror's understanding of the work and ability to perform the contract.

**C. BEST VALUE ANALYSIS.** The Government is more concerned with obtaining superior technical features than with making award at the lowest overall cost to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and non-price factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. You are advised that greater consideration will be given to the evaluation of technical proposals rather than price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could become more important in determining award.

## **7. SELECTION AND AWARD WITHOUT DISCUSSIONS**

**A.** It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss, or revise your proposal. If award is not made on initial offers, discussions will be conducted as described below.

**B. Competitive Range.** After initial evaluation of proposals, if the Contracting Officer determines that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, unless the range is further

This page intentionally blank

## SECTION J – LIST OF ATTACHMENTS

### WAGE DECISIONS

#### LOCATION OF WAGE DECISIONS

Bremerton (Washington)  
Island County (Washington)  
Seattle (Washington)  
Spokane (Washington)  
Tacoma (Washington)  
Yakima/Umatilla (Washington/Oregon)  
Portland – Vancouver (Oregon/Washington)  
Eugene (Oregon)  
Idaho  
Montana

This page intentionally blank

WAGE DETERMINATION NO: 94-2559 REV (24) AREA: WA,BREMETON

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2559  
 Revision No.: 24  
 Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

## MINIMUM WAGE RATE

## 01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.45
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	12.12
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	14.92
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.99
01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.41
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.31
01290 - Rental Clerk	11.92
01300 - Scheduler, Maintenance	13.79
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.11
01341 - Stenographer I	13.66
01342 - Stenographer II	15.33
01400 - Supply Technician	21.03

01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.81
01533 - Travel Clerk III	11.47
01611 - Word Processor I	12.70
01612 - Word Processor II	14.79
01613 - Word Processor III	15.43
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.68
03041 - Computer Operator I	14.39
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	24.39
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	20.97
03102 - Computer Systems Analyst II (1)	24.32
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.29
05010 - Automotive Glass Installer	19.87
05040 - Automotive Worker	19.87
05070 - Electrician, Automotive	20.86
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.22
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	21.22
05220 - Motor Vehicle Mechanic Helper	17.84
05250 - Motor Vehicle Upholstery Worker	19.59
05280 - Motor Vehicle Wrecker	19.88
05310 - Painter, Automotive	20.54
05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.22
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.39
07010 - Baker	12.59
07041 - Cook I	11.74
07042 - Cook II	12.59
07070 - Dishwasher	9.95
07130 - Meat Cutter	15.60
07250 - Waiter/Waitress	10.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	14.68
09070 - Furniture Refinisher	18.67
09100 - Furniture Refinisher Helper	16.24
09110 - Furniture Repairer, Minor	17.47
09130 - Upholsterer	18.67
11030 - General Services and Support Occupations	



11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.33
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	9.39
11270 - Pest Controller	12.69
11300 - Refuse Collector	12.58
11330 - Tractor Operator	13.07
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.34
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.77
12071 - Licensed Practical Nurse I	12.39
12072 - Licensed Practical Nurse II	13.90
12073 - Licensed Practical Nurse III	15.57
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	10.51
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.11
12222 - Nursing Assistant II	9.89
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	13.05
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.29
13011 - Exhibits Specialist I	17.04
13012 - Exhibits Specialist II	19.38
13013 - Exhibits Specialist III	23.31
13041 - Illustrator I	17.04
13042 - Illustrator II	19.38
13043 - Illustrator III	23.31
13047 - Librarian	23.38
13050 - Library Technician	14.16
13071 - Photographer I	14.40
13072 - Photographer II	17.04
13073 - Photographer III	19.60
13074 - Photographer IV	23.31
13075 - Photographer V	28.19
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.02
15030 - Counter Attendant	8.02
15040 - Dry Cleaner	9.32
15070 - Finisher, Flatwork, Machine	8.02
15090 - Presser, Hand	8.02
15100 - Presser, Machine, Drycleaning	8.02
15130 - Presser, Machine, Shirts	8.02

15160 - Presser, Machine, Wearing Apparel, Laundry	8.02
15190 - Sewing Machine Operator	9.96
15220 - Tailor	10.56
15250 - Washer, Machine	8.44
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.67
19040 - Tool and Die Maker	21.10
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.39
21020 - Material Coordinator	16.19
21030 - Material Expediter	16.19
21040 - Material Handling Laborer	14.40
21050 - Order Filler	13.15
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	15.07
21100 - Shipping/Receiving Clerk	16.62
21130 - Shipping Packer	11.14
21140 - Store Worker I	12.31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	17.75
21400 - Warehouse Specialist	17.33
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.71
23040 - Aircraft Mechanic Helper	16.89
23050 - Aircraft Quality Control Inspector	20.71
23060 - Aircraft Servicer	18.17
23070 - Aircraft Worker	18.79
23100 - Appliance Mechanic	16.97
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	21.22
23130 - Carpenter, Maintenance	17.78
23140 - Carpet Layer	19.88
23160 - Electrician, Maintenance	21.22
23181 - Electronics Technician, Maintenance I	19.56
23182 - Electronics Technician, Maintenance II	19.88
23183 - Electronics Technician, Maintenance III	21.22
23260 - Fabric Worker	18.92
23290 - Fire Alarm System Mechanic	21.22
23310 - Fire Extinguisher Repairer	17.84
23340 - Fuel Distribution System Mechanic	21.22
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.75
23430 - Heavy Equipment Mechanic	21.22
23440 - Heavy Equipment Operator	20.22
23460 - Instrument Mechanic	21.22
23470 - Laborer	11.44
23500 - Locksmith	16.97
23530 - Machinery Maintenance Mechanic	18.14
23550 - Machinist, Maintenance	21.22
23580 - Maintenance Trades Helper	14.76
23640 - Millwright	21.22
23700 - Office Appliance Repairer	20.54
23740 - Painter, Aircraft	20.54
23760 - Painter, Maintenance	18.67
23790 - Pipefitter, Maintenance	21.22
23800 - Plumber, Maintenance	20.54
23820 - Pneudraulic Systems Mechanic	21.22

23850 - Rigger	20.54
23870 - Scale Mechanic	19.88
23890 - Sheet-Metal Worker, Maintenance	21.22
23910 - Small Engine Mechanic	19.88
23930 - Telecommunication Mechanic I	19.92
23931 - Telecommunication Mechanic II	19.91
23950 - Telephone Lineman	19.29
23960 - Welder, Combination, Maintenance	21.18
23965 - Well Driller	21.22
23970 - Woodcraft Worker	21.22
23980 - Woodworker	17.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.14
24580 - Child Care Center Clerk	10.11
24600 - Chore Aid	11.36
24630 - Homemaker	13.51
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.97
25040 - Sewage Plant Operator	19.41
25070 - Stationary Engineer	20.97
25190 - Ventilation Equipment Tender	16.26
25210 - Water Treatment Plant Operator	20.25
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	13.39
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	23.53
27101 - Guard I	9.38
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.25
28020 - Hatch Tender	15.25
28030 - Line Handler	15.25
28040 - Stevedore I	14.72
28050 - Stevedore II	15.74
29000 - Technical Occupations	
21150 - Graphic Artist	16.51
29010 - Air Traffic Control Specialist, Center (2)	20.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	15.58
29024 - Archeological Technician II	17.42
29025 - Archeological Technician III	21.56
29030 - Cartographic Technician	21.56
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.18
29040 - Civil Engineering Technician	19.86
29061 - Drafter I	12.65
29062 - Drafter II	15.15
29063 - Drafter III	17.04
29064 - Drafter IV	20.86
29081 - Engineering Technician I	12.65
29082 - Engineering Technician II	15.15
29083 - Engineering Technician III	17.04
29084 - Engineering Technician IV	20.86
29085 - Engineering Technician V	26.38

29086 - Engineering Technician VI	31.90
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	21.90
29160 - Instructor	22.24
29210 - Laboratory Technician	17.08
29240 - Mathematical Technician	19.09
29361 - Paralegal/Legal Assistant I	16.27
29362 - Paralegal/Legal Assistant II	20.08
29363 - Paralegal/Legal Assistant III	24.56
29364 - Paralegal/Legal Assistant IV	28.82
29390 - Photooptics Technician	18.84
29480 - Technical Writer	27.74
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	19.09
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.40
29622 - Weather Observer, Upper Air (3)	16.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	11.51
31290 - Shuttle Bus Driver	13.59
31300 - Taxi Driver	13.08
31361 - Truckdriver, Light Truck	12.82
31362 - Truckdriver, Medium Truck	15.46
31363 - Truckdriver, Heavy Truck	16.55
31364 - Truckdriver, Tractor-Trailer	16.55
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	8.82
99041 - Carnival Equipment Operator	11.31
99042 - Carnival Equipment Repairer	11.75
99043 - Carnival Worker	9.95
99050 - Desk Clerk	9.28
99095 - Embalmer	20.16
99300 - Lifeguard	9.64
99310 - Mortician	19.25
99350 - Park Attendant (Aide)	12.11
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.37
99500 - Recreation Specialist	12.56
99510 - Recycling Worker	14.31
99610 - Sales Clerk	9.64
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	7.94
99658 - Survey Party Chief (Chief of Party)	14.85
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.53
99660 - Surveying Aide	7.67
99690 - Swimming Pool Operator	14.44
99720 - Vending Machine Attendant	13.68
99730 - Vending Machine Repairer	14.44
99740 - Vending Machine Repairer Helper	13.68

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&



WAGE DETERMINATION NO: 94-2561 REV (28) AREA: WA,ISLAND COUNTY

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2561  
 Revision No.: 28  
 Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Island, San Juan, Skagit

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.45
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	12.12
01115 - General Clerk I	9.57
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.02
01132 - Key Entry Operator II	14.61
01191 - Order Clerk I	11.92
01192 - Order Clerk II	13.06
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.31
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.03
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
01400 - Supply Technician	21.03

01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	11.25
01532 - Travel Clerk II	12.08
01533 - Travel Clerk III	12.91
01611 - Word Processor I	12.70
01612 - Word Processor II	13.71
01613 - Word Processor III	16.96
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.73
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	25.77
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.24
05010 - Automotive Glass Installer	19.93
05040 - Automotive Worker	19.93
05070 - Electrician, Automotive	20.82
05100 - Mobile Equipment Servicer	17.98
05130 - Motor Equipment Metal Mechanic	21.66
05160 - Motor Equipment Metal Worker	19.93
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	17.12
05250 - Motor Vehicle Upholstery Worker	18.86
05280 - Motor Vehicle Wrecker	19.93
05310 - Painter, Automotive	20.82
05340 - Radiator Repair Specialist	22.33
05370 - Tire Repairer	15.74
05400 - Transmission Repair Specialist	21.66
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	11.65
07041 - Cook I	11.10
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	15.99
07250 - Waiter/Waitress	9.69
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.01
09040 - Furniture Handler	16.89
09070 - Furniture Refinisher	21.01
09100 - Furniture Refinisher Helper	18.28
09110 - Furniture Repairer, Minor	19.65
09130 - Upholsterer	21.01
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.14
11090 - Gardener	13.30
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.46
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	11.85
11240 - Maid or Houseman	9.32
11270 - Pest Controller	12.39
11300 - Refuse Collector	11.57
11330 - Tractor Operator	11.64
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.39
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.86
12071 - Licensed Practical Nurse I	12.39
12072 - Licensed Practical Nurse II	13.90
12073 - Licensed Practical Nurse III	15.57
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	12.64
12160 - Medical Record Clerk	10.58
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.09
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	14.04
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.47
13011 - Exhibits Specialist I	16.52
13012 - Exhibits Specialist II	19.36
13013 - Exhibits Specialist III	23.46
13041 - Illustrator I	17.48
13042 - Illustrator II	21.66
13043 - Illustrator III	26.50
13047 - Librarian	24.23
13050 - Library Technician	13.84
13071 - Photographer I	14.80
13072 - Photographer II	17.95
13073 - Photographer III	22.02
13074 - Photographer IV	26.92
13075 - Photographer V	32.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.15
15030 - Counter Attendant	8.15
15040 - Dry Cleaner	10.35
15070 - Finisher, Flatwork, Machine	8.15
15090 - Presser, Hand	8.15
15100 - Presser, Machine, Drycleaning	8.15
15130 - Presser, Machine, Shirts	8.15

15160 - Presser, Machine, Wearing Apparel, Laundry	8.15
15190 - Sewing Machine Operator	11.09
15220 - Tailor	11.83
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.01
19040 - Tool and Die Maker	23.74
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.68
21020 - Material Coordinator	15.92
21030 - Material Expediter	15.92
21040 - Material Handling Laborer	14.40
21050 - Order Filler	10.92
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	15.32
21100 - Shipping/Receiving Clerk	13.40
21130 - Shipping Packer	13.40
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	17.14
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.28
23050 - Aircraft Quality Control Inspector	26.64
23060 - Aircraft Servicer	19.65
23070 - Aircraft Worker	20.33
23100 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	18.33
23125 - Cable Splicer	21.71
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.91
23160 - Electrician, Maintenance	26.04
23181 - Electronics Technician, Maintenance I	20.31
23182 - Electronics Technician, Maintenance II	21.69
23183 - Electronics Technician, Maintenance III	24.48
23260 - Fabric Worker	19.65
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.97
23340 - Fuel Distribution System Mechanic	23.88
23370 - General Maintenance Worker	20.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.71
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	21.71
23460 - Instrument Mechanic	21.71
23470 - Laborer	13.04
23500 - Locksmith	21.01
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	18.28
23640 - Millwright	21.71
23700 - Office Appliance Repairer	21.01
23740 - Painter, Aircraft	21.01
23760 - Painter, Maintenance	21.01
23790 - Pipefitter, Maintenance	23.71
23800 - Plumber, Maintenance	22.27
23820 - Pneudraulic Systems Mechanic	21.71

23850 - Rigger	21.71
23870 - Scale Mechanic	20.33
23890 - Sheet-Metal Worker, Maintenance	21.71
23910 - Small Engine Mechanic	22.41
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	21.71
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71
23980 - Woodworker	18.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.79
24580 - Child Care Center Clerk	9.50
24600 - Chore Aid	9.21
24630 - Homemaker	15.50
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	22.87
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	18.28
25210 - Water Treatment Plant Operator	22.87
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	14.73
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.78
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.06
28020 - Hatch Tender	19.06
28030 - Line Handler	19.06
28040 - Stevedore I	18.41
28050 - Stevedore II	19.71
29000 - Technical Occupations	
21150 - Graphic Artist	19.30
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	17.18
29024 - Archeological Technician II	19.24
29025 - Archeological Technician III	23.83
29030 - Cartographic Technician	23.83
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.35
29040 - Civil Engineering Technician	21.66
29061 - Drafter I	12.96
29062 - Drafter II	15.15
29063 - Drafter III	17.48
29064 - Drafter IV	21.66
29081 - Engineering Technician I	13.47
29082 - Engineering Technician II	15.15
29083 - Engineering Technician III	17.95
29084 - Engineering Technician IV	22.23
29085 - Engineering Technician V	27.61

29086 - Engineering Technician VI	33.23
29090 - Environmental Technician	18.83
29100 - Flight Simulator/Instructor (Pilot)	30.33
29160 - Instructor	21.30
29210 - Laboratory Technician	16.60
29240 - Mathematical Technician	23.83
29361 - Paralegal/Legal Assistant I	16.80
29362 - Paralegal/Legal Assistant II	20.75
29363 - Paralegal/Legal Assistant III	25.38
29364 - Paralegal/Legal Assistant IV	30.67
29390 - Photooptics Technician	23.83
29480 - Technical Writer	20.33
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.51
29622 - Weather Observer, Upper Air (3)	17.51
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.91
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	11.79
31300 - Taxi Driver	9.86
31361 - Truckdriver, Light Truck	11.79
31362 - Truckdriver, Medium Truck	14.94
31363 - Truckdriver, Heavy Truck	17.40
31364 - Truckdriver, Tractor-Trailer	17.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.11
99041 - Carnival Equipment Operator	10.47
99042 - Carnival Equipment Repairer	10.88
99043 - Carnival Worker	9.21
99050 - Desk Clerk	11.28
99095 - Embalmer	19.25
99300 - Lifeguard	10.12
99310 - Mortician	19.25
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.12
99500 - Recreation Specialist	15.61
99510 - Recycling Worker	14.48
99610 - Sales Clerk	11.31
99620 - School Crossing Guard (Crosswalk Attendant)	11.65
99630 - Sport Official	11.04
99658 - Survey Party Chief (Chief of Party)	22.26
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.52
99660 - Surveying Aide	12.05
99690 - Swimming Pool Operator	14.11
99720 - Vending Machine Attendant	12.67
99730 - Vending Machine Repairer	14.11
99740 - Vending Machine Repairer Helper	12.67

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained



from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&

WAGE DETERMINATION NO: 94-2563 REV (24) AREA: WA, SEATTLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W. Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2563  
 Revision No.: 24  
 Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.84
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.44
01132 - Key Entry Operator II	13.96
01191 - Order Clerk I	11.41
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.89
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
01400 - Supply Technician	21.03

01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	11.53
01532 - Travel Clerk II	12.38
01533 - Travel Clerk III	13.22
01611 - Word Processor I	12.70
01612 - Word Processor II	14.79
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.92
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	26.46
03074 - Computer Programmer IV (1)	27.54
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	20.34
05040 - Automotive Worker	20.34
05070 - Electrician, Automotive	21.01
05100 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.38
07010 - Baker	12.65
07041 - Cook I	11.14
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	16.45
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.32
11270 - Pest Controller	13.39
11300 - Refuse Collector	11.87
11330 - Tractor Operator	13.45
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.78
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.26
12071 - Licensed Practical Nurse I	14.36
12072 - Licensed Practical Nurse II	16.12
12073 - Licensed Practical Nurse III	18.02
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	14.44
12160 - Medical Record Clerk	12.97
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	8.29
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	14.06
12280 - Phlebotomist	11.98
12311 - Registered Nurse I	20.30
12312 - Registered Nurse II	24.76
12313 - Registered Nurse II, Specialist	24.76
12314 - Registered Nurse III	29.43
12315 - Registered Nurse III, Anesthetist	29.43
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.88
13011 - Exhibits Specialist I	19.53
13012 - Exhibits Specialist II	22.27
13013 - Exhibits Specialist III	27.40
13041 - Illustrator I	19.04
13042 - Illustrator II	21.71
13043 - Illustrator III	26.71
13047 - Librarian	24.67
13050 - Library Technician	15.42
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.46
15030 - Counter Attendant	8.46
15040 - Dry Cleaner	10.66
15070 - Finisher, Flatwork, Machine	8.46
15090 - Presser, Hand	8.46
15100 - Presser, Machine, Drycleaning	8.46
15130 - Presser, Machine, Shirts	8.46

15160 - Presser, Machine, Wearing Apparel, Laundry	8.46
15190 - Sewing Machine Operator	11.40
15220 - Tailor	12.13
15250 - Washer, Machine	9.20
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.70
21020 - Material Coordinator	18.01
21030 - Material Expediter	18.01
21040 - Material Handling Laborer	15.16
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	17.19
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.57
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.25
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.54
23070 - Aircraft Worker	20.41
23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	26.37
23130 - Carpenter, Maintenance	22.47
23140 - Carpet Layer	24.29
23160 - Electrician, Maintenance	25.80
23181 - Electronics Technician, Maintenance I	22.01
23182 - Electronics Technician, Maintenance II	23.72
23183 - Electronics Technician, Maintenance III	27.85
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.89
23340 - Fuel Distribution System Mechanic	21.71
23370 - General Maintenance Worker	17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.63
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	24.20
23460 - Instrument Mechanic	21.71
23470 - Laborer	12.08
23500 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.46
23700 - Office Appliance Repairer	21.06
23740 - Painter, Aircraft	21.06
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	26.89
23800 - Plumber, Maintenance	25.02
23820 - Pneudraulic Systems Mechanic	21.71

23850 - Rigger	21.71
23870 - Scale Mechanic	20.41
23890 - Sheet-Metal Worker, Maintenance	21.88
23910 - Small Engine Mechanic	18.55
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	22.37
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.07
24580 - Child Care Center Clerk	11.34
24600 - Chore Aid	9.06
24630 - Homemaker	15.81
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.46
25040 - Sewage Plant Operator	24.00
25070 - Stationary Engineer	23.46
25190 - Ventilation Equipment Tender	18.25
25210 - Water Treatment Plant Operator	24.00
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	17.12
27006 - Corrections Officer	18.69
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.78
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.39
28020 - Hatch Tender	17.39
28030 - Line Handler	17.39
28040 - Stevedore I	16.81
28050 - Stevedore II	17.96
29000 - Technical Occupations	
21150 - Graphic Artist	23.71
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	15.83
29024 - Archeological Technician II	17.71
29025 - Archeological Technician III	21.93
29030 - Cartographic Technician	21.93
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	22.57
29061 - Drafter I	13.24
29062 - Drafter II	15.55
29063 - Drafter III	20.19
29064 - Drafter IV	21.93
29081 - Engineering Technician I	14.80
29082 - Engineering Technician II	16.61
29083 - Engineering Technician III	19.95
29084 - Engineering Technician IV	24.62
29085 - Engineering Technician V	29.65

29086 - Engineering Technician VI	35.87
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	29.06
29160 - Instructor	21.30
29210 - Laboratory Technician	17.51
29240 - Mathematical Technician	21.93
29361 - Paralegal/Legal Assistant I	15.74
29362 - Paralegal/Legal Assistant II	19.43
29363 - Paralegal/Legal Assistant III	21.44
29364 - Paralegal/Legal Assistant IV	28.72
29390 - Photooptics Technician	21.93
29480 - Technical Writer	24.77
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.95
31260 - Parking and Lot Attendant	9.90
31290 - Shuttle Bus Driver	11.29
31300 - Taxi Driver	9.22
31361 - Truckdriver, Light Truck	11.29
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.49
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.07
99043 - Carnival Worker	10.26
99050 - Desk Clerk	10.81
99095 - Embalmer	20.48
99300 - Lifeguard	10.12
99310 - Mortician	19.34
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.87
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	13.52
99610 - Sales Clerk	12.70
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	10.12
99658 - Survey Party Chief (Chief of Party)	21.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
99660 - Surveying Aide	12.26
99690 - Swimming Pool Operator	15.60
99720 - Vending Machine Attendant	14.87
99730 - Vending Machine Repairer	15.00
99740 - Vending Machine Repairer Helper	14.87

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or



successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&

WAGE DETERMINATION NO: 94-2565 REV (19) AREA: WA,SPOKANE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2565  
 Revision No.: 19  
 Date Of Last Revision: 07/18/2003

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry,  
 Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens,  
 Whitman

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.68
01012 - Accounting Clerk II	10.88
01013 - Accounting Clerk III	12.75
01014 - Accounting Clerk IV	14.63
01030 - Court Reporter	13.16
01050 - Dispatcher, Motor Vehicle	12.39
01060 - Document Preparation Clerk	11.74
01070 - Messenger (Courier)	8.69
01090 - Duplicating Machine Operator	11.74
01110 - Film/Tape Librarian	11.21
01115 - General Clerk I	7.11
01116 - General Clerk II	8.01
01117 - General Clerk III	10.87
01118 - General Clerk IV	12.21
01120 - Housing Referral Assistant	16.04
01131 - Key Entry Operator I	10.15
01132 - Key Entry Operator II	13.15
01191 - Order Clerk I	9.87
01192 - Order Clerk II	11.59
01261 - Personnel Assistant (Employment) I	10.79
01262 - Personnel Assistant (Employment) II	12.13
01263 - Personnel Assistant (Employment) III	13.51
01264 - Personnel Assistant (Employment) IV	15.65
01270 - Production Control Clerk	16.26
01290 - Rental Clerk	9.33
01300 - Scheduler, Maintenance	12.43
01311 - Secretary I	12.43
01312 - Secretary II	13.87
01313 - Secretary III	16.04
01314 - Secretary IV	19.76
01315 - Secretary V	21.25
01320 - Service Order Dispatcher	15.31
01341 - Stenographer I	11.06

01342 - Stenographer II	12.43
01400 - Supply Technician	17.17
01420 - Survey Worker (Interviewer)	10.40
01460 - Switchboard Operator-Receptionist	9.57
01510 - Test Examiner	13.87
01520 - Test Proctor	13.87
01531 - Travel Clerk I	10.58
01532 - Travel Clerk II	11.12
01533 - Travel Clerk III	11.90
01611 - Word Processor I	10.95
01612 - Word Processor II	12.29
01613 - Word Processor III	13.72
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.29
03041 - Computer Operator I	12.06
03042 - Computer Operator II	14.48
03043 - Computer Operator III	17.47
03044 - Computer Operator IV	19.39
03045 - Computer Operator V	21.49
03071 - Computer Programmer I (1)	16.23
03072 - Computer Programmer II (1)	20.20
03073 - Computer Programmer III (1)	24.05
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.30
03102 - Computer Systems Analyst II (1)	27.00
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.16
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.85
05010 - Automotive Glass Installer	15.16
05040 - Automotive Worker	15.16
05070 - Electrician, Automotive	16.48
05100 - Mobile Equipment Servicer	14.33
05130 - Motor Equipment Metal Mechanic	16.48
05160 - Motor Equipment Metal Worker	15.16
05190 - Motor Vehicle Mechanic	16.57
05220 - Motor Vehicle Mechanic Helper	13.02
05250 - Motor Vehicle Upholstery Worker	14.33
05280 - Motor Vehicle Wrecker	15.16
05310 - Painter, Automotive	15.81
05340 - Radiator Repair Specialist	15.16
05370 - Tire Repairer	13.21
05400 - Transmission Repair Specialist	16.48
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.10
07010 - Baker	10.22
07041 - Cook I	8.84
07042 - Cook II	10.16
07070 - Dishwasher	8.04
07130 - Meat Cutter	12.93
07250 - Waiter/Waitress	8.18
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.81
09040 - Furniture Handler	12.67
09070 - Furniture Refinisher	15.81
09100 - Furniture Refinisher Helper	13.02
09110 - Furniture Repairer, Minor	14.33

09130 - Upholsterer	15.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	8.98
11090 - Gardener	10.33
11121 - House Keeping Aid I	8.02
11122 - House Keeping Aid II	8.55
11150 - Janitor	9.77
11210 - Laborer, Grounds Maintenance	10.01
11240 - Maid or Houseman	8.02
11270 - Pest Controller	9.96
11300 - Refuse Collector	8.50
11330 - Tractor Operator	10.78
11360 - Window Cleaner	10.24
12000 - Health Occupations	
12020 - Dental Assistant	15.91
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.63
12071 - Licensed Practical Nurse I	12.67
12072 - Licensed Practical Nurse II	14.22
12073 - Licensed Practical Nurse III	15.91
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	12.93
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.81
12222 - Nursing Assistant II	8.77
12223 - Nursing Assistant III	9.58
12224 - Nursing Assistant IV	10.74
12250 - Pharmacy Technician	12.68
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	15.16
12312 - Registered Nurse II	18.54
12313 - Registered Nurse II, Specialist	18.54
12314 - Registered Nurse III	22.44
12315 - Registered Nurse III, Anesthetist	22.44
12316 - Registered Nurse IV	26.88
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.43
13011 - Exhibits Specialist I	14.75
13012 - Exhibits Specialist II	18.28
13013 - Exhibits Specialist III	22.29
13041 - Illustrator I	14.75
13042 - Illustrator II	18.28
13043 - Illustrator III	22.29
13047 - Librarian	21.59
13050 - Library Technician	12.50
13071 - Photographer I	12.32
13072 - Photographer II	13.79
13073 - Photographer III	16.28
13074 - Photographer IV	19.85
13075 - Photographer V	24.10
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.83
15030 - Counter Attendant	7.83
15040 - Dry Cleaner	9.19
15070 - Finisher, Flatwork, Machine	7.83
15090 - Presser, Hand	7.83

15100 - Presser, Machine, Drycleaning	7.83
15130 - Presser, Machine, Shirts	7.83
15160 - Presser, Machine, Wearing Apparel, Laundry	7.83
15190 - Sewing Machine Operator	9.82
15220 - Tailor	10.61
15250 - Washer, Machine	8.37
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.81
19040 - Tool and Die Maker	18.62
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.72
21020 - Material Coordinator	16.67
21030 - Material Expediter	16.26
21040 - Material Handling Laborer	11.50
21050 - Order Filler	12.83
21071 - Forklift Operator	14.49
21080 - Production Line Worker (Food Processing)	13.83
21100 - Shipping/Receiving Clerk	11.86
21130 - Shipping Packer	13.04
21140 - Store Worker I	10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210 - Tools and Parts Attendant	14.77
21400 - Warehouse Specialist	14.77
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.35
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft Quality Control Inspector	20.13
23060 - Aircraft Servicer	16.83
23070 - Aircraft Worker	17.80
23100 - Appliance Mechanic	15.81
23120 - Bicycle Repairer	13.21
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	17.77
23140 - Carpet Layer	17.43
23160 - Electrician, Maintenance	19.91
23181 - Electronics Technician, Maintenance I	17.12
23182 - Electronics Technician, Maintenance II	18.68
23183 - Electronics Technician, Maintenance III	19.53
23260 - Fabric Worker	16.48
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.73
23340 - Fuel Distribution System Mechanic	18.13
23370 - General Maintenance Worker	15.16
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.48
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	19.81
23460 - Instrument Mechanic	18.95
23470 - Laborer	9.88
23500 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	18.33
23550 - Machinist, Maintenance	16.48
23580 - Maintenance Trades Helper	13.02
23640 - Millwright	16.48
23700 - Office Appliance Repairer	18.53
23740 - Painter, Aircraft	15.81
23760 - Painter, Maintenance	15.81
23790 - Pipefitter, Maintenance	22.33



23800 - Plumber, Maintenance	20.38
23820 - Pneudraulic Systems Mechanic	19.17
23850 - Rigger	18.95
23870 - Scale Mechanic	17.62
23890 - Sheet-Metal Worker, Maintenance	16.48
23910 - Small Engine Mechanic	15.16
23930 - Telecommunication Mechanic I	16.48
23931 - Telecommunication Mechanic II	17.14
23950 - Telephone Lineman	18.95
23960 - Welder, Combination, Maintenance	16.48
23965 - Well Driller	16.48
23970 - Woodcraft Worker	18.95
23980 - Woodworker	15.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.18
24600 - Chore Aid	8.39
24630 - Homemaker	15.72
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.52
25040 - Sewage Plant Operator	19.89
25070 - Stationary Engineer	18.52
25190 - Ventilation Equipment Tender	14.77
25210 - Water Treatment Plant Operator	19.89
27000 - Protective Service Occupations	
(not set) - Police Officer	24.05
27004 - Alarm Monitor	12.56
27006 - Corrections Officer	20.64
27010 - Court Security Officer	21.56
27040 - Detention Officer	20.64
27070 - Firefighter	19.07
27101 - Guard I	10.04
27102 - Guard II	14.44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.10
28020 - Hatch Tender	16.10
28030 - Line Handler	16.10
28040 - Stevedore I	14.69
28050 - Stevedore II	16.71
29000 - Technical Occupations	
21150 - Graphic Artist	20.78
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	14.44
29024 - Archeological Technician II	16.19
29025 - Archeological Technician III	20.01
29030 - Cartographic Technician	20.01
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.30
29040 - Civil Engineering Technician	19.42
29061 - Drafter I	12.89
29062 - Drafter II	14.37
29063 - Drafter III	16.15
29064 - Drafter IV	20.01
29081 - Engineering Technician I	12.15
29082 - Engineering Technician II	13.56
29083 - Engineering Technician III	15.23

29084 - Engineering Technician IV	18.89
29085 - Engineering Technician V	23.03
29086 - Engineering Technician VI	27.95
29090 - Environmental Technician	17.73
29100 - Flight Simulator/Instructor (Pilot)	27.00
29160 - Instructor	19.30
29210 - Laboratory Technician	16.70
29240 - Mathematical Technician	17.23
29361 - Paralegal/Legal Assistant I	13.38
29362 - Paralegal/Legal Assistant II	17.34
29363 - Paralegal/Legal Assistant III	21.15
29364 - Paralegal/Legal Assistant IV	25.66
29390 - Photooptics Technician	16.81
29480 - Technical Writer	19.80
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	18.75
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.88
29622 - Weather Observer, Upper Air (3)	16.88
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.43
31260 - Parking and Lot Attendant	8.17
31290 - Shuttle Bus Driver	10.89
31300 - Taxi Driver	10.29
31361 - Truckdriver, Light Truck	10.64
31362 - Truckdriver, Medium Truck	16.92
31363 - Truckdriver, Heavy Truck	16.95
31364 - Truckdriver, Tractor-Trailer	16.95
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.35
99030 - Cashier	9.00
99041 - Carnival Equipment Operator	9.68
99042 - Carnival Equipment Repairer	10.19
99043 - Carnival Worker	8.07
99050 - Desk Clerk	9.01
99095 - Embalmer	18.66
99300 - Lifeguard	9.80
99310 - Mortician	18.66
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.56
99500 - Recreation Specialist	12.48
99510 - Recycling Worker	9.78
99610 - Sales Clerk	11.19
99620 - School Crossing Guard (Crosswalk Attendant)	9.88
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	16.09
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.31
99660 - Surveying Aide	8.99
99690 - Swimming Pool Operator	9.38
99720 - Vending Machine Attendant	9.78
99730 - Vending Machine Repairer	11.24
99740 - Vending Machine Repairer Helper	9.78

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:  
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

WAGE DETERMINATION NO: 94-2567 REV (24) AREA: WA,TACOMA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2567  
 Revision No.: 24  
 Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

## MINIMUM WAGE RATE

## 01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	10.13
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.94
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.43
01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.69
01192 - Order Clerk II	12.76
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.35
01290 - Rental Clerk	12.63
01300 - Scheduler, Maintenance	14.07
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.79
01341 - Stenographer I	13.43
01342 - Stenographer II	15.26
01400 - Supply Technician	18.49

01420 - Survey Worker (Interviewer)	13.39
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.76
01533 - Travel Clerk III	12.66
01611 - Word Processor I	12.70
01612 - Word Processor II	13.70
01613 - Word Processor III	14.86
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.50
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.40
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	27.36
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.65
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.67
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.80
05010 - Automotive Glass Installer	20.46
05040 - Automotive Worker	20.46
05070 - Electrician, Automotive	21.78
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	12.37
07041 - Cook I	10.82
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.56
07250 - Waiter/Waitress	9.27
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09070 - Furniture Refinisher	17.45
09100 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	16.91
11030 - General Services and Support Occupations	



11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	9.32
11270 - Pest Controller	16.54
11300 - Refuse Collector	12.84
11330 - Tractor Operator	14.41
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	13.97
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.60
12071 - Licensed Practical Nurse I	14.26
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.90
12100 - Medical Assistant	12.24
12130 - Medical Laboratory Technician	15.77
12160 - Medical Record Clerk	13.74
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.12
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.31
12250 - Pharmacy Technician	13.96
12280 - Phlebotomist	14.53
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.80
13011 - Exhibits Specialist I	16.95
13012 - Exhibits Specialist II	20.94
13013 - Exhibits Specialist III	25.64
13041 - Illustrator I	16.95
13042 - Illustrator II	20.94
13043 - Illustrator III	25.64
13047 - Librarian	22.07
13050 - Library Technician	13.51
13071 - Photographer I	17.08
13072 - Photographer II	19.14
13073 - Photographer III	23.59
13074 - Photographer IV	28.86
13075 - Photographer V	35.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.06
15030 - Counter Attendant	8.06
15040 - Dry Cleaner	10.14
15070 - Finisher, Flatwork, Machine	8.06
15090 - Presser, Hand	8.06
15100 - Presser, Machine, Drycleaning	8.06
15130 - Presser, Machine, Shirts	8.06

15160 - Presser, Machine, Wearing Apparel, Laundry	8.06
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.46
15250 - Washer, Machine	8.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.86
19040 - Tool and Die Maker	22.90
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.08
21020 - Material Coordinator	15.09
21030 - Material Expediter	15.09
21040 - Material Handling Laborer	14.40
21050 - Order Filler	12.87
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	16.32
21100 - Shipping/Receiving Clerk	15.17
21130 - Shipping Packer	15.17
21140 - Store Worker I	12.31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	16.32
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.40
23040 - Aircraft Mechanic Helper	16.99
23050 - Aircraft Quality Control Inspector	22.06
23060 - Aircraft Servicer	19.19
23070 - Aircraft Worker	20.09
23100 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	22.77
23130 - Carpenter, Maintenance	21.23
23140 - Carpet Layer	18.60
23160 - Electrician, Maintenance	23.34
23181 - Electronics Technician, Maintenance I	20.74
23182 - Electronics Technician, Maintenance II	23.58
23183 - Electronics Technician, Maintenance III	25.30
23260 - Fabric Worker	16.86
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	16.75
23340 - Fuel Distribution System Mechanic	19.80
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.98
23430 - Heavy Equipment Mechanic	21.95
23440 - Heavy Equipment Operator	23.88
23460 - Instrument Mechanic	22.28
23470 - Laborer	11.17
23500 - Locksmith	19.24
23530 - Machinery Maintenance Mechanic	21.61
23550 - Machinist, Maintenance	19.43
23580 - Maintenance Trades Helper	12.47
23640 - Millwright	21.74
23700 - Office Appliance Repairer	19.24
23740 - Painter, Aircraft	18.88
23760 - Painter, Maintenance	17.45
23790 - Pipefitter, Maintenance	24.16
23800 - Plumber, Maintenance	21.88
23820 - Pneudraulic Systems Mechanic	19.91

23850 - Rigger	18.47
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	20.97
23910 - Small Engine Mechanic	16.35
23930 - Telecommunication Mechanic I	18.00
23931 - Telecommunication Mechanic II	20.41
23950 - Telephone Lineman	19.80
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	19.80
23970 - Woodcraft Worker	19.91
23980 - Woodworker	16.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.33
24580 - Child Care Center Clerk	13.41
24600 - Chore Aid	9.16
24630 - Homemaker	14.91
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.49
25040 - Sewage Plant Operator	23.33
25070 - Stationary Engineer	20.49
25190 - Ventilation Equipment Tender	15.89
25210 - Water Treatment Plant Operator	23.33
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	15.76
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.50
27102 - Guard II	12.44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.78
28020 - Hatch Tender	18.78
28030 - Line Handler	18.78
28040 - Stevedore I	18.35
28050 - Stevedore II	19.61
29000 - Technical Occupations	
21150 - Graphic Artist	21.29
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	18.88
29024 - Archeological Technician II	21.10
29025 - Archeological Technician III	26.14
29030 - Cartographic Technician	24.74
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.65
29040 - Civil Engineering Technician	21.28
29061 - Drafter I	15.03
29062 - Drafter II	16.87
29063 - Drafter III	19.04
29064 - Drafter IV	23.59
29081 - Engineering Technician I	15.93
29082 - Engineering Technician II	17.87
29083 - Engineering Technician III	20.17
29084 - Engineering Technician IV	24.99
29085 - Engineering Technician V	30.56

29086 - Engineering Technician VI	36.96
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	27.80
29160 - Instructor	24.21
29210 - Laboratory Technician	16.86
29240 - Mathematical Technician	19.91
29361 - Paralegal/Legal Assistant I	17.12
29362 - Paralegal/Legal Assistant II	19.24
29363 - Paralegal/Legal Assistant III	21.34
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	19.56
29480 - Technical Writer	21.73
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
29622 - Weather Observer, Upper Air (3)	17.84
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.07
31300 - Taxi Driver	10.57
31361 - Truckdriver, Light Truck	12.07
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.22
31364 - Truckdriver, Tractor-Trailer	18.22
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.66
99030 - Cashier	10.13
99041 - Carnival Equipment Operator	11.56
99042 - Carnival Equipment Repairer	11.98
99043 - Carnival Worker	8.83
99050 - Desk Clerk	10.80
99095 - Embalmer	22.36
99300 - Lifeguard	10.12
99310 - Mortician	22.36
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
99500 - Recreation Specialist	14.11
99510 - Recycling Worker	15.98
99610 - Sales Clerk	12.84
99620 - School Crossing Guard (Crosswalk Attendant)	14.14
99630 - Sport Official	10.39
99658 - Survey Party Chief (Chief of Party)	26.94
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	21.50
99660 - Surveying Aide	15.72
99690 - Swimming Pool Operator	11.47
99720 - Vending Machine Attendant	12.00
99730 - Vending Machine Repairer	15.32
99740 - Vending Machine Repairer Helper	13.10

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&



WAGE DETERMINATION NO: 94-2569 REV (20) AREA: WA,YAKIMA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2569  
 Revision No.: 20  
 Date Of Last Revision: 03/05/2004

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union,  
 Wallowa, Wheeler

Washington Counties of Benton, Franklin, Walla Walla, Yakima

---

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.58
01012 - Accounting Clerk II	11.87
01013 - Accounting Clerk III	13.53
01014 - Accounting Clerk IV	16.34
01030 - Court Reporter	14.95
01050 - Dispatcher, Motor Vehicle	14.85
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	12.14
01115 - General Clerk I	9.20
01116 - General Clerk II	10.25
01117 - General Clerk III	12.01
01118 - General Clerk IV	13.46
01120 - Housing Referral Assistant	18.17
01131 - Key Entry Operator I	11.14
01132 - Key Entry Operator II	12.01
01191 - Order Clerk I	11.07
01192 - Order Clerk II	12.09
01261 - Personnel Assistant (Employment) I	12.01
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.08
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	17.02
01290 - Rental Clerk	11.59
01300 - Scheduler, Maintenance	13.99
01311 - Secretary I	13.99
01312 - Secretary II	15.63
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	15.10
01341 - Stenographer I	12.01

01342 - Stenographer II	13.33
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	12.55
01460 - Switchboard Operator-Receptionist	10.38
01510 - Test Examiner	15.63
01520 - Test Proctor	15.63
01531 - Travel Clerk I	11.74
01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.50
01611 - Word Processor I	11.34
01612 - Word Processor II	12.74
01613 - Word Processor III	14.25
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.06
03041 - Computer Operator I	13.18
03042 - Computer Operator II	16.28
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.32
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.00
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.52
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88

09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.92
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51
11360 - Window Cleaner	13.35
12000 - Health Occupations	
12020 - Dental Assistant	13.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.54
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.34
12073 - Licensed Practical Nurse III	16.05
12100 - Medical Assistant	12.36
12130 - Medical Laboratory Technician	13.55
12160 - Medical Record Clerk	12.40
12190 - Medical Record Technician	13.58
12221 - Nursing Assistant I	8.23
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.09
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.82
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	19.16
12312 - Registered Nurse II	23.46
12313 - Registered Nurse II, Specialist	23.46
12314 - Registered Nurse III	28.39
12315 - Registered Nurse III, Anesthetist	28.39
12316 - Registered Nurse IV	34.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.92
13011 - Exhibits Specialist I	15.52
13012 - Exhibits Specialist II	18.52
13013 - Exhibits Specialist III	20.53
13041 - Illustrator I	15.52
13042 - Illustrator II	18.52
13043 - Illustrator III	20.53
13047 - Librarian	23.17
13050 - Library Technician	13.59
13071 - Photographer I	15.10
13072 - Photographer II	17.46
13073 - Photographer III	20.92
13074 - Photographer IV	23.31
13075 - Photographer V	25.87
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.62
15030 - Counter Attendant	8.62
15040 - Dry Cleaner	10.89
15070 - Finisher, Flatwork, Machine	8.62
15090 - Presser, Hand	8.62

15100 - Presser, Machine, Drycleaning	8.62
15130 - Presser, Machine, Shirts	8.62
15160 - Presser, Machine, Wearing Apparel, Laundry	8.62
15190 - Sewing Machine Operator	11.65
15220 - Tailor	12.41
15250 - Washer, Machine	9.38
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.96
19040 - Tool and Die Maker	22.98
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.89
21020 - Material Coordinator	16.65
21030 - Material Expediter	16.65
21040 - Material Handling Laborer	10.15
21050 - Order Filler	11.28
21071 - Forklift Operator	11.81
21080 - Production Line Worker (Food Processing)	12.34
21100 - Shipping/Receiving Clerk	11.14
21130 - Shipping Packer	11.23
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	12.32
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.66
23040 - Aircraft Mechanic Helper	14.00
23050 - Aircraft Quality Control Inspector	19.68
23060 - Aircraft Servicer	15.88
23070 - Aircraft Worker	16.84
23100 - Appliance Mechanic	17.78
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	20.58
23130 - Carpenter, Maintenance	18.69
23140 - Carpet Layer	16.84
23160 - Electrician, Maintenance	22.97
23181 - Electronics Technician, Maintenance I	16.75
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.58
23260 - Fabric Worker	16.77
23290 - Fire Alarm System Mechanic	19.87
23310 - Fire Extinguisher Repairer	15.76
23340 - Fuel Distribution System Mechanic	19.87
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.13
23460 - Instrument Mechanic	19.87
23470 - Laborer	9.99
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	18.71
23550 - Machinist, Maintenance	18.71
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	19.87
23700 - Office Appliance Repairer	18.84
23740 - Painter, Aircraft	18.84
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	22.58

23800 - Plumber, Maintenance	21.45
23820 - Pneudraulic Systems Mechanic	19.87
23850 - Rigger	19.87
23870 - Scale Mechanic	17.81
23890 - Sheet-Metal Worker, Maintenance	20.58
23910 - Small Engine Mechanic	17.81
23930 - Telecommunication Mechanic I	19.87
23931 - Telecommunication Mechanic II	20.91
23950 - Telephone Lineman	19.87
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	19.87
23970 - Woodcraft Worker	19.87
23980 - Woodworker	15.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.56
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.56
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.19
27000 - Protective Service Occupations	
(not set) - Police Officer	25.20
27004 - Alarm Monitor	13.67
27006 - Corrections Officer	18.00
27010 - Court Security Officer	20.23
27040 - Detention Officer	18.00
27070 - Firefighter	20.67
27101 - Guard I	10.89
27102 - Guard II	13.67
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.67
28020 - Hatch Tender	17.67
28030 - Line Handler	17.67
28040 - Stevedore I	16.36
28050 - Stevedore II	18.84
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.72
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97

29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.17
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	15.30
29362 - Paralegal/Legal Assistant II	18.89
29363 - Paralegal/Legal Assistant III	21.04
29364 - Paralegal/Legal Assistant IV	25.65
29390 - Photooptics Technician	20.14
29480 - Technical Writer	18.76
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.61
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	9.75
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.12
31362 - Truckdriver, Medium Truck	13.77
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.04
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.96
99500 - Recreation Specialist	13.90
99510 - Recycling Worker	14.64
99610 - Sales Clerk	10.83
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.53
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.79
99660 - Surveying Aide	12.27
99690 - Swimming Pool Operator	17.73
99720 - Vending Machine Attendant	14.64
99730 - Vending Machine Repairer	17.73
99740 - Vending Machine Repairer Helper	14.64

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.

(Reg.

29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,



or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

WAGE DETERMINATION NO: 94-2441 REV (21) AREA: OR,PORTLAND

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2441
Director	Wage Determinations	Revision No.: 21
		Date Of Last Revision: 03/05/2004

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion,

Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill

Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.92
01012 - Accounting Clerk II	12.14
01013 - Accounting Clerk III	14.43
01014 - Accounting Clerk IV	17.37
01030 - Court Reporter	16.17
01050 - Dispatcher, Motor Vehicle	16.17
01060 - Document Preparation Clerk	11.89
01070 - Messenger (Courier)	9.85
01090 - Duplicating Machine Operator	11.89
01110 - Film/Tape Librarian	12.51
01115 - General Clerk I	8.23
01116 - General Clerk II	9.69
01117 - General Clerk III	11.38
01118 - General Clerk IV	14.02
01120 - Housing Referral Assistant	17.22
01131 - Key Entry Operator I	10.33
01132 - Key Entry Operator II	12.73
01191 - Order Clerk I	10.97
01192 - Order Clerk II	13.66
01261 - Personnel Assistant (Employment) I	11.81
01262 - Personnel Assistant (Employment) II	13.59
01263 - Personnel Assistant (Employment) III	16.17
01264 - Personnel Assistant (Employment) IV	17.97
01270 - Production Control Clerk	18.32
01290 - Rental Clerk	13.26
01300 - Scheduler, Maintenance	13.67
01311 - Secretary I	13.44
01312 - Secretary II	16.10
01313 - Secretary III	16.90
01314 - Secretary IV	19.85
01315 - Secretary V	21.75
01320 - Service Order Dispatcher	14.16

01341 - Stenographer I	11.89
01342 - Stenographer II	13.75
01400 - Supply Technician	19.85
01420 - Survey Worker (Interviewer)	14.37
01460 - Switchboard Operator-Receptionist	11.91
01510 - Test Examiner	16.17
01520 - Test Proctor	16.17
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.76
01533 - Travel Clerk III	12.66
01611 - Word Processor I	11.91
01612 - Word Processor II	13.75
01613 - Word Processor III	16.17
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.44
03041 - Computer Operator I	12.91
03042 - Computer Operator II	14.93
03043 - Computer Operator III	17.27
03044 - Computer Operator IV	19.16
03045 - Computer Operator V	21.23
03071 - Computer Programmer I (1)	16.39
03072 - Computer Programmer II (1)	19.67
03073 - Computer Programmer III (1)	24.33
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.87
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.20
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.42
05010 - Automotive Glass Installer	15.85
05040 - Automotive Worker	15.85
05070 - Electrician, Automotive	16.58
05100 - Mobile Equipment Servicer	14.24
05130 - Motor Equipment Metal Mechanic	17.42
05160 - Motor Equipment Metal Worker	15.85
05190 - Motor Vehicle Mechanic	17.16
05220 - Motor Vehicle Mechanic Helper	13.40
05250 - Motor Vehicle Upholstery Worker	15.07
05280 - Motor Vehicle Wrecker	15.85
05310 - Painter, Automotive	16.58
05340 - Radiator Repair Specialist	15.85
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	17.42
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.07
07010 - Baker	12.43
07041 - Cook I	11.30
07042 - Cook II	12.57
07070 - Dishwasher	7.98
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	9.16
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.77
09070 - Furniture Refinisher	16.58
09100 - Furniture Refinisher Helper	13.40

09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	16.58
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.54
11060 - Elevator Operator	9.54
11090 - Gardener	12.51
11121 - House Keeping Aid I	8.84
11122 - House Keeping Aid II	9.54
11150 - Janitor	10.01
11210 - Laborer, Grounds Maintenance	10.41
11240 - Maid or Houseman	8.84
11270 - Pest Controller	12.12
11300 - Refuse Collector	10.01
11330 - Tractor Operator	11.86
11360 - Window Cleaner	10.28
12000 - Health Occupations	
12020 - Dental Assistant	14.38
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.05
12071 - Licensed Practical Nurse I	13.73
12072 - Licensed Practical Nurse II	15.40
12073 - Licensed Practical Nurse III	17.23
12100 - Medical Assistant	12.90
12130 - Medical Laboratory Technician	13.89
12160 - Medical Record Clerk	11.74
12190 - Medical Record Technician	14.14
12221 - Nursing Assistant I	8.75
12222 - Nursing Assistant II	9.84
12223 - Nursing Assistant III	10.73
12224 - Nursing Assistant IV	11.71
12250 - Pharmacy Technician	12.83
12280 - Phlebotomist	12.10
12311 - Registered Nurse I	16.73
12312 - Registered Nurse II	25.50
12313 - Registered Nurse II, Specialist	25.50
12314 - Registered Nurse III	30.49
12315 - Registered Nurse III, Anesthetist	30.49
12316 - Registered Nurse IV	31.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.91
13011 - Exhibits Specialist I	14.29
13012 - Exhibits Specialist II	17.69
13013 - Exhibits Specialist III	20.06
13041 - Illustrator I	15.26
13042 - Illustrator II	18.89
13043 - Illustrator III	21.42
13047 - Librarian	22.46
13050 - Library Technician	13.27
13071 - Photographer I	12.94
13072 - Photographer II	13.87
13073 - Photographer III	17.17
13074 - Photographer IV	20.92
13075 - Photographer V	25.30
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.18
15030 - Counter Attendant	8.18
15040 - Dry Cleaner	10.14
15070 - Finisher, Flatwork, Machine	8.18

15090 - Presser, Hand	8.18
15100 - Presser, Machine, Drycleaning	8.18
15130 - Presser, Machine, Shirts	8.18
15160 - Presser, Machine, Wearing Apparel, Laundry	8.18
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.46
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.58
19040 - Tool and Die Maker	22.00
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.23
21020 - Material Coordinator	17.40
21030 - Material Expediter	17.40
21040 - Material Handling Laborer	12.65
21050 - Order Filler	11.94
21071 - Forklift Operator	14.26
21080 - Production Line Worker (Food Processing)	14.51
21100 - Shipping/Receiving Clerk	13.53
21130 - Shipping Packer	13.56
21140 - Store Worker I	10.32
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	14.51
21400 - Warehouse Specialist	14.51
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.77
23040 - Aircraft Mechanic Helper	15.70
23050 - Aircraft Quality Control Inspector	21.74
23060 - Aircraft Servicer	17.94
23070 - Aircraft Worker	18.87
23100 - Appliance Mechanic	17.42
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	24.23
23130 - Carpenter, Maintenance	18.60
23140 - Carpet Layer	17.44
23160 - Electrician, Maintenance	24.42
23181 - Electronics Technician, Maintenance I	13.65
23182 - Electronics Technician, Maintenance II	20.42
23183 - Electronics Technician, Maintenance III	23.53
23260 - Fabric Worker	16.08
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.05
23340 - Fuel Distribution System Mechanic	21.08
23370 - General Maintenance Worker	15.85
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.77
23430 - Heavy Equipment Mechanic	19.22
23440 - Heavy Equipment Operator	20.73
23460 - Instrument Mechanic	20.48
23470 - Laborer	11.13
23500 - Locksmith	16.58
23530 - Machinery Maintenance Mechanic	20.05
23550 - Machinist, Maintenance	20.34
23580 - Maintenance Trades Helper	13.40
23640 - Millwright	21.08
23700 - Office Appliance Repairer	19.38
23740 - Painter, Aircraft	17.39
23760 - Painter, Maintenance	16.58

23790 - Pipefitter, Maintenance	23.49
23800 - Plumber, Maintenance	20.97
23820 - Pneudraulic Systems Mechanic	20.48
23850 - Rigger	21.08
23870 - Scale Mechanic	18.26
23890 - Sheet-Metal Worker, Maintenance	18.34
23910 - Small Engine Mechanic	15.85
23930 - Telecommunication Mechanic I	19.03
23931 - Telecommunication Mechanic II	19.95
23950 - Telephone Lineman	20.48
23960 - Welder, Combination, Maintenance	17.42
23965 - Well Driller	19.33
23970 - Woodcraft Worker	20.02
23980 - Woodworker	14.24
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.95
24580 - Child Care Center Clerk	13.04
24600 - Chore Aid	9.56
24630 - Homemaker	14.74
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.33
25040 - Sewage Plant Operator	18.16
25070 - Stationary Engineer	19.33
25190 - Ventilation Equipment Tender	14.65
25210 - Water Treatment Plant Operator	18.33
27000 - Protective Service Occupations	
(not set) - Police Officer	21.38
27004 - Alarm Monitor	14.91
27006 - Corrections Officer	19.56
27010 - Court Security Officer	20.23
27040 - Detention Officer	19.84
27070 - Firefighter	20.30
27101 - Guard I	10.58
27102 - Guard II	13.92
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.75
28020 - Hatch Tender	17.75
28030 - Line Handler	17.75
28040 - Stevedore I	16.16
28050 - Stevedore II	17.64
29000 - Technical Occupations	
21150 - Graphic Artist	18.88
29010 - Air Traffic Control Specialist, Center (2)	30.25
29011 - Air Traffic Control Specialist, Station (2)	20.86
29012 - Air Traffic Control Specialist, Terminal (2)	22.97
29023 - Archeological Technician I	13.24
29024 - Archeological Technician II	14.79
29025 - Archeological Technician III	18.30
29030 - Cartographic Technician	18.61
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.87
29040 - Civil Engineering Technician	19.28
29061 - Drafter I	11.99
29062 - Drafter II	13.79
29063 - Drafter III	14.78
29064 - Drafter IV	18.30
29081 - Engineering Technician I	12.53
29082 - Engineering Technician II	14.08

29083 - Engineering Technician III	16.67
29084 - Engineering Technician IV	22.03
29085 - Engineering Technician V	28.27
29086 - Engineering Technician VI	31.42
29090 - Environmental Technician	18.48
29100 - Flight Simulator/Instructor (Pilot)	27.75
29160 - Instructor	21.86
29210 - Laboratory Technician	17.49
29240 - Mathematical Technician	18.87
29361 - Paralegal/Legal Assistant I	14.69
29362 - Paralegal/Legal Assistant II	20.92
29363 - Paralegal/Legal Assistant III	25.59
29364 - Paralegal/Legal Assistant IV	30.97
29390 - Photooptics Technician	18.87
29480 - Technical Writer	25.52
29491 - Unexploded Ordnance (UXO) Technician I	19.23
29492 - Unexploded Ordnance (UXO) Technician II	23.26
29493 - Unexploded Ordnance (UXO) Technician III	27.88
29494 - Unexploded (UXO) Safety Escort	19.23
29495 - Unexploded (UXO) Sweep Personnel	19.23
29620 - Weather Observer, Senior (3)	17.63
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.90
29622 - Weather Observer, Upper Air	15.90
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.37
31260 - Parking and Lot Attendant	9.18
31290 - Shuttle Bus Driver	11.64
31300 - Taxi Driver	9.68
31361 - Truckdriver, Light Truck	11.64
31362 - Truckdriver, Medium Truck	16.91
31363 - Truckdriver, Heavy Truck	17.67
31364 - Truckdriver, Tractor-Trailer	17.67
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.62
99030 - Cashier	11.02
99041 - Carnival Equipment Operator	10.68
99042 - Carnival Equipment Repairer	11.34
99043 - Carnival Worker	8.70
99050 - Desk Clerk	10.45
99095 - Embalmer	18.43
99300 - Lifeguard	10.00
99310 - Mortician	18.61
99350 - Park Attendant (Aide)	12.69
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.59
99500 - Recreation Specialist	14.49
99510 - Recycling Worker	13.52
99610 - Sales Clerk	10.87
99620 - School Crossing Guard (Crosswalk Attendant)	11.01
99630 - Sport Official	10.10
99658 - Survey Party Chief (Chief of Party)	21.53
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.39
99660 - Surveying Aide	12.69
99690 - Swimming Pool Operator	15.85
99720 - Vending Machine Attendant	13.43
99730 - Vending Machine Repairer	15.85
99740 - Vending Machine Repairer Helper	13.43



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:  
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

WAGE DETERMINATION NO: 94-2439 REV (21) AREA: OR,EUGENE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2439  
 Revision No.: 21  
 Date Of Last Revision: 03/22/2004

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,  
 Jackson,  
 Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.79
01012 - Accounting Clerk II	10.69
01013 - Accounting Clerk III	13.07
01014 - Accounting Clerk IV	14.62
01030 - Court Reporter	13.67
01050 - Dispatcher, Motor Vehicle	13.96
01060 - Document Preparation Clerk	10.41
01070 - Messenger (Courier)	9.77
01090 - Duplicating Machine Operator	10.41
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	8.59
01116 - General Clerk II	9.67
01117 - General Clerk III	11.54
01118 - General Clerk IV	12.96
01120 - Housing Referral Assistant	15.18
01131 - Key Entry Operator I	10.07
01132 - Key Entry Operator II	11.07
01191 - Order Clerk I	10.23
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	10.69
01262 - Personnel Assistant (Employment) II	13.42
01263 - Personnel Assistant (Employment) III	14.69
01264 - Personnel Assistant (Employment) IV	16.07
01270 - Production Control Clerk	13.68
01290 - Rental Clerk	10.64
01300 - Scheduler, Maintenance	11.89
01311 - Secretary I	12.49
01312 - Secretary II	13.67
01313 - Secretary III	15.18
01314 - Secretary IV	16.80
01315 - Secretary V	18.62
01320 - Service Order Dispatcher	12.44
01341 - Stenographer I	11.81

01342 - Stenographer II	12.49
01400 - Supply Technician	16.80
01420 - Survey Worker (Interviewer)	12.77
01460 - Switchboard Operator-Receptionist	11.47
01510 - Test Examiner	13.67
01520 - Test Proctor	13.67
01531 - Travel Clerk I	10.87
01532 - Travel Clerk II	11.78
01533 - Travel Clerk III	12.67
01611 - Word Processor I	11.01
01612 - Word Processor II	12.35
01613 - Word Processor III	15.23
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.80
03041 - Computer Operator I	11.80
03042 - Computer Operator II	13.20
03043 - Computer Operator III	14.72
03044 - Computer Operator IV	16.35
03045 - Computer Operator V	18.11
03071 - Computer Programmer I (1)	13.33
03072 - Computer Programmer II (1)	16.53
03073 - Computer Programmer III (1)	20.22
03074 - Computer Programmer IV (1)	24.45
03101 - Computer Systems Analyst I (1)	22.05
03102 - Computer Systems Analyst II (1)	26.71
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.80
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.81
05010 - Automotive Glass Installer	14.30
05040 - Automotive Worker	14.63
05070 - Electrician, Automotive	15.35
05100 - Mobile Equipment Servicer	12.90
05130 - Motor Equipment Metal Mechanic	16.06
05160 - Motor Equipment Metal Worker	14.63
05190 - Motor Vehicle Mechanic	16.06
05220 - Motor Vehicle Mechanic Helper	12.16
05250 - Motor Vehicle Upholstery Worker	13.92
05280 - Motor Vehicle Wrecker	14.63
05310 - Painter, Automotive	16.51
05340 - Radiator Repair Specialist	14.63
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	16.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.37
07010 - Baker	11.23
07041 - Cook I	9.67
07042 - Cook II	10.72
07070 - Dishwasher	7.87
07130 - Meat Cutter	14.77
07250 - Waiter/Waitress	8.43
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.76
09040 - Furniture Handler	10.59
09070 - Furniture Refinisher	13.76
09100 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48

09130 - Upholsterer	13.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.98
11060 - Elevator Operator	8.98
11090 - Gardener	11.41
11121 - House Keeping Aid I	8.25
11122 - House Keeping Aid II	9.30
11150 - Janitor	9.69
11210 - Laborer, Grounds Maintenance	11.20
11240 - Maid or Houseman	8.25
11270 - Pest Controller	13.96
11300 - Refuse Collector	10.60
11330 - Tractor Operator	12.83
11360 - Window Cleaner	10.41
12000 - Health Occupations	
12020 - Dental Assistant	15.63
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.07
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	13.73
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.23
12190 - Medical Record Technician	15.55
12221 - Nursing Assistant I	9.01
12222 - Nursing Assistant II	10.12
12223 - Nursing Assistant III	11.05
12224 - Nursing Assistant IV	12.39
12250 - Pharmacy Technician	12.41
12280 - Phlebotomist	13.59
12311 - Registered Nurse I	17.34
12312 - Registered Nurse II	21.21
12313 - Registered Nurse II, Specialist	21.21
12314 - Registered Nurse III	25.67
12315 - Registered Nurse III, Anesthetist	25.67
12316 - Registered Nurse IV	30.75
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.20
13011 - Exhibits Specialist I	16.30
13012 - Exhibits Specialist II	19.44
13013 - Exhibits Specialist III	22.55
13041 - Illustrator I	16.30
13042 - Illustrator II	19.37
13043 - Illustrator III	22.35
13047 - Librarian	20.65
13050 - Library Technician	14.75
13071 - Photographer I	13.28
13072 - Photographer II	15.17
13073 - Photographer III	17.67
13074 - Photographer IV	20.32
13075 - Photographer V	24.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.88
15030 - Counter Attendant	7.88
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	8.43
15090 - Presser, Hand	8.43

15100 - Presser, Machine, Drycleaning	8.43
15130 - Presser, Machine, Shirts	8.43
15160 - Presser, Machine, Wearing Apparel, Laundry	8.43
15190 - Sewing Machine Operator	11.06
15220 - Tailor	11.79
15250 - Washer, Machine	8.67
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.77
19040 - Tool and Die Maker	20.83
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.31
21020 - Material Coordinator	14.61
21030 - Material Expediter	14.61
21040 - Material Handling Laborer	12.69
21050 - Order Filler	11.03
21071 - Forklift Operator	13.75
21080 - Production Line Worker (Food Processing)	13.55
21100 - Shipping/Receiving Clerk	11.33
21130 - Shipping Packer	11.33
21140 - Store Worker I	10.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	13.55
21400 - Warehouse Specialist	13.55
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.08
23040 - Aircraft Mechanic Helper	13.66
23050 - Aircraft Quality Control Inspector	19.92
23060 - Aircraft Servicer	16.54
23070 - Aircraft Worker	17.09
23100 - Appliance Mechanic	15.36
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	21.04
23130 - Carpenter, Maintenance	15.91
23140 - Carpet Layer	14.81
23160 - Electrician, Maintenance	21.63
23181 - Electronics Technician, Maintenance I	18.85
23182 - Electronics Technician, Maintenance II	20.67
23183 - Electronics Technician, Maintenance III	21.64
23260 - Fabric Worker	16.10
23290 - Fire Alarm System Mechanic	19.44
23310 - Fire Extinguisher Repairer	15.10
23340 - Fuel Distribution System Mechanic	17.67
23370 - General Maintenance Worker	13.83
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.78
23430 - Heavy Equipment Mechanic	19.40
23440 - Heavy Equipment Operator	19.68
23460 - Instrument Mechanic	19.08
23470 - Laborer	10.73
23500 - Locksmith	18.09
23530 - Machinery Maintenance Mechanic	17.70
23550 - Machinist, Maintenance	16.61
23580 - Maintenance Trades Helper	11.14
23640 - Millwright	21.04
23700 - Office Appliance Repairer	18.09
23740 - Painter, Aircraft	18.03
23760 - Painter, Maintenance	13.73
23790 - Pipefitter, Maintenance	21.04



23800 - Plumber, Maintenance	19.60
23820 - Pneudraulic Systems Mechanic	19.08
23850 - Rigger	19.08
23870 - Scale Mechanic	17.09
23890 - Sheet-Metal Worker, Maintenance	17.59
23910 - Small Engine Mechanic	15.86
23930 - Telecommunication Mechanic I	17.42
23931 - Telecommunication Mechanic II	18.19
23950 - Telephone Lineman	19.08
23960 - Welder, Combination, Maintenance	14.40
23965 - Well Driller	19.08
23970 - Woodcraft Worker	19.08
23980 - Woodworker	13.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.29
24580 - Child Care Center Clerk	11.58
24600 - Chore Aid	8.71
24630 - Homemaker	15.76
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.16
25040 - Sewage Plant Operator	19.11
25070 - Stationary Engineer	19.16
25190 - Ventilation Equipment Tender	14.11
25210 - Water Treatment Plant Operator	19.11
27000 - Protective Service Occupations	
(not set) - Police Officer	22.86
27004 - Alarm Monitor	15.75
27006 - Corrections Officer	19.42
27010 - Court Security Officer	19.42
27040 - Detention Officer	19.42
27070 - Firefighter	20.00
27101 - Guard I	9.14
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.77
28020 - Hatch Tender	15.77
28030 - Line Handler	15.77
28040 - Stevedore I	13.65
28050 - Stevedore II	16.54
29000 - Technical Occupations	
21150 - Graphic Artist	18.41
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	15.98
29024 - Archeological Technician II	17.91
29025 - Archeological Technician III	22.15
29030 - Cartographic Technician	21.51
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.05
29040 - Civil Engineering Technician	20.99
29061 - Drafter I	12.35
29062 - Drafter II	15.38
29063 - Drafter III	18.08
29064 - Drafter IV	21.05
29081 - Engineering Technician I	12.55
29082 - Engineering Technician II	15.70
29083 - Engineering Technician III	18.44

29084 - Engineering Technician IV	21.42
29085 - Engineering Technician V	26.20
29086 - Engineering Technician VI	31.70
29090 - Environmental Technician	18.15
29100 - Flight Simulator/Instructor (Pilot)	26.71
29160 - Instructor	20.32
29210 - Laboratory Technician	16.58
29240 - Mathematical Technician	18.50
29361 - Paralegal/Legal Assistant I	13.94
29362 - Paralegal/Legal Assistant II	16.94
29363 - Paralegal/Legal Assistant III	20.67
29364 - Paralegal/Legal Assistant IV	25.07
29390 - Photooptics Technician	20.39
29480 - Technical Writer	18.99
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.28
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.22
29622 - Weather Observer, Upper Air (3)	16.22
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.48
31260 - Parking and Lot Attendant	7.50
31290 - Shuttle Bus Driver	11.19
31300 - Taxi Driver	9.53
31361 - Truckdriver, Light Truck	11.19
31362 - Truckdriver, Medium Truck	14.17
31363 - Truckdriver, Heavy Truck	15.04
31364 - Truckdriver, Tractor-Trailer	15.04
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.72
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	10.88
99042 - Carnival Equipment Repairer	11.56
99043 - Carnival Worker	8.87
99050 - Desk Clerk	9.29
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	12.88
99510 - Recycling Worker	10.34
99610 - Sales Clerk	10.91
99620 - School Crossing Guard (Crosswalk Attendant)	9.32
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.11
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.34
99660 - Surveying Aide	12.00
99690 - Swimming Pool Operator	15.48
99720 - Vending Machine Attendant	13.16
99730 - Vending Machine Repairer	15.48
99740 - Vending Machine Repairer Helper	13.16

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:  
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

WAGE DETERMINATION NO: 94-2159 REV (22) AREA: ID,STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2159  
 Revision No.: 22  
 Date Of Last Revision: 03/08/2004

State: Idaho

Area: Idaho Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

## MINIMUM WAGE RATE

## 01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.46
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	10.47
01115 - General Clerk I	9.18
01116 - General Clerk II	10.33
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46
01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	9.96
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	9.85
01262 - Personnel Assistant (Employment) II	10.94
01263 - Personnel Assistant (Employment) III	12.18
01264 - Personnel Assistant (Employment) IV	13.52
01270 - Production Control Clerk	16.64
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41

01420 - Survey Worker (Interviewer)	8.97
01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	11.69
01520 - Test Proctor	11.69
01531 - Travel Clerk I	9.79
01532 - Travel Clerk II	10.27
01533 - Travel Clerk III	11.14
01611 - Word Processor I	11.67
01612 - Word Processor II	12.04
01613 - Word Processor III	12.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.70
03041 - Computer Operator I	10.19
03042 - Computer Operator II	13.12
03043 - Computer Operator III	15.33
03044 - Computer Operator IV	17.87
03045 - Computer Operator V	18.89
03071 - Computer Programmer I (1)	16.02
03072 - Computer Programmer II (1)	20.80
03073 - Computer Programmer III (1)	24.13
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.13
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.72
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.06
05070 - Electrician, Automotive	13.39
05100 - Mobile Equipment Servicer	10.67
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	14.69
05220 - Motor Vehicle Mechanic Helper	10.67
05250 - Motor Vehicle Upholstery Worker	12.34
05280 - Motor Vehicle Wrecker	13.06
05310 - Painter, Automotive	13.95
05340 - Radiator Repair Specialist	14.17
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	14.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.95
07010 - Baker	10.33
07041 - Cook I	7.80
07042 - Cook II	9.05
07070 - Dishwasher	7.20
07130 - Meat Cutter	12.63
07250 - Waiter/Waitress	7.64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09070 - Furniture Refinisher	12.32
09100 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11030 - General Services and Support Occupations	



11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	8.46
11090 - Gardener	11.27
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.81
11210 - Laborer, Grounds Maintenance	9.54
11240 - Maid or Houseman	7.46
11270 - Pest Controller	12.50
11300 - Refuse Collector	12.20
11330 - Tractor Operator	12.53
11360 - Window Cleaner	9.29
12000 - Health Occupations	
12020 - Dental Assistant	12.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
12071 - Licensed Practical Nurse I	11.40
12072 - Licensed Practical Nurse II	12.77
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.43
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.37
12315 - Registered Nurse III, Anesthetist	47.38
12316 - Registered Nurse IV	29.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.79
13011 - Exhibits Specialist I	12.41
13012 - Exhibits Specialist II	15.85
13013 - Exhibits Specialist III	18.81
13041 - Illustrator I	12.41
13042 - Illustrator II	15.38
13043 - Illustrator III	18.81
13047 - Librarian	17.05
13050 - Library Technician	10.47
13071 - Photographer I	11.51
13072 - Photographer II	14.71
13073 - Photographer III	16.49
13074 - Photographer IV	20.27
13075 - Photographer V	24.92
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.12
15030 - Counter Attendant	7.12
15040 - Dry Cleaner	8.36
15070 - Finisher, Flatwork, Machine	7.12
15090 - Presser, Hand	7.12
15100 - Presser, Machine, Drycleaning	7.12
15130 - Presser, Machine, Shirts	7.12

15160 - Presser, Machine, Wearing Apparel, Laundry	7.12
15190 - Sewing Machine Operator	8.90
15220 - Tailor	9.48
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.32
19040 - Tool and Die Maker	18.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.10
21020 - Material Coordinator	16.64
21030 - Material Expediter	16.64
21040 - Material Handling Laborer	10.54
21050 - Order Filler	10.95
21071 - Forklift Operator	11.89
21080 - Production Line Worker (Food Processing)	11.89
21100 - Shipping/Receiving Clerk	10.86
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	11.89
21400 - Warehouse Specialist	11.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.70
23040 - Aircraft Mechanic Helper	12.63
23050 - Aircraft Quality Control Inspector	20.14
23060 - Aircraft Servicer	15.40
23070 - Aircraft Worker	16.30
23100 - Appliance Mechanic	13.55
23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	19.84
23130 - Carpenter, Maintenance	13.76
23140 - Carpet Layer	14.70
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	16.76
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	14.67
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	13.58
23340 - Fuel Distribution System Mechanic	17.27
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	15.97
23440 - Heavy Equipment Operator	15.90
23460 - Instrument Mechanic	17.86
23470 - Laborer	10.54
23500 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	17.55
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.99
23700 - Office Appliance Repairer	16.60
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	17.27

23850 - Rigger	17.55
23870 - Scale Mechanic	15.36
23890 - Sheet-Metal Worker, Maintenance	15.39
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	17.78
23931 - Telecommunication Mechanic II	20.32
23950 - Telephone Lineman	17.78
23960 - Welder, Combination, Maintenance	13.96
23965 - Well Driller	18.05
23970 - Woodcraft Worker	17.55
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.62
24580 - Child Care Center Clerk	11.91
24600 - Chore Aid	7.71
24630 - Homemaker	8.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.07
25040 - Sewage Plant Operator	14.90
25070 - Stationary Engineer	17.07
25190 - Ventilation Equipment Tender	12.63
25210 - Water Treatment Plant Operator	14.90
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	12.39
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.84
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.93
28020 - Hatch Tender	14.93
28030 - Line Handler	14.93
28040 - Stevedore I	13.53
28050 - Stevedore II	16.28
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	16.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.12
29040 - Civil Engineering Technician	16.74
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44
29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25

29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	23.00
29160 - Instructor	20.84
29210 - Laboratory Technician	15.80
29240 - Mathematical Technician	22.25
29361 - Paralegal/Legal Assistant I	13.30
29362 - Paralegal/Legal Assistant II	15.58
29363 - Paralegal/Legal Assistant III	18.09
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	23.22
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
29622 - Weather Observer, Upper Air (3)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	7.62
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.84
31364 - Truckdriver, Tractor-Trailer	14.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63
99030 - Cashier	7.81
99041 - Carnival Equipment Operator	8.84
99042 - Carnival Equipment Repairer	10.68
99043 - Carnival Worker	7.49
99050 - Desk Clerk	7.62
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.03
99620 - School Crossing Guard (Crosswalk Attendant)	9.96
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&



WAGE DETERMINATION NO: 94-2317 REV (19) AREA: MT,STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2317  
 Revision No.: 19  
 Date Of Last Revision: 08/26/2003

State: Montana

Area: Montana Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

## MINIMUM WAGE RATE

## 01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	8.87
01012 - Accounting Clerk II	10.52
01013 - Accounting Clerk III	12.97
01014 - Accounting Clerk IV	15.92
01030 - Court Reporter	13.76
01050 - Dispatcher, Motor Vehicle	12.87
01060 - Document Preparation Clerk	9.61
01070 - Messenger (Courier)	7.80
01090 - Duplicating Machine Operator	9.61
01110 - Film/Tape Librarian	8.67
01115 - General Clerk I	8.27
01116 - General Clerk II	9.30
01117 - General Clerk III	9.43
01118 - General Clerk IV	10.57
01120 - Housing Referral Assistant	13.99
01131 - Key Entry Operator I	8.66
01132 - Key Entry Operator II	9.27
01191 - Order Clerk I	9.92
01192 - Order Clerk II	10.72
01261 - Personnel Assistant (Employment) I	10.93
01262 - Personnel Assistant (Employment) II	12.29
01263 - Personnel Assistant (Employment) III	12.60
01264 - Personnel Assistant (Employment) IV	14.49
01270 - Production Control Clerk	13.76
01290 - Rental Clerk	8.88
01300 - Scheduler, Maintenance	9.67
01311 - Secretary I	9.67
01312 - Secretary II	10.53
01313 - Secretary III	13.99
01314 - Secretary IV	15.25
01315 - Secretary V	16.90
01320 - Service Order Dispatcher	12.56
01341 - Stenographer I	13.26
01342 - Stenographer II	14.71
01400 - Supply Technician	15.25

01420 - Survey Worker (Interviewer)	9.69
01460 - Switchboard Operator-Receptionist	8.76
01510 - Test Examiner	9.92
01520 - Test Proctor	9.92
01531 - Travel Clerk I	9.23
01532 - Travel Clerk II	9.83
01533 - Travel Clerk III	10.47
01611 - Word Processor I	10.99
01612 - Word Processor II	11.32
01613 - Word Processor III	12.66
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.98
03041 - Computer Operator I	11.05
03042 - Computer Operator II	11.28
03043 - Computer Operator III	13.35
03044 - Computer Operator IV	14.83
03045 - Computer Operator V	16.44
03071 - Computer Programmer I (1)	14.93
03072 - Computer Programmer II (1)	18.69
03073 - Computer Programmer III (1)	22.78
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	19.64
03102 - Computer Systems Analyst II (1)	24.58
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.61
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.86
05010 - Automotive Glass Installer	15.07
05040 - Automotive Worker	15.07
05070 - Electrician, Automotive	15.96
05100 - Mobile Equipment Servicer	13.44
05130 - Motor Equipment Metal Mechanic	16.86
05160 - Motor Equipment Metal Worker	15.07
05190 - Motor Vehicle Mechanic	16.86
05220 - Motor Vehicle Mechanic Helper	12.70
05250 - Motor Vehicle Upholstery Worker	14.21
05280 - Motor Vehicle Wrecker	15.07
05310 - Painter, Automotive	15.96
05340 - Radiator Repair Specialist	15.07
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.86
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.95
07010 - Baker	9.52
07041 - Cook I	8.33
07042 - Cook II	9.34
07070 - Dishwasher	6.60
07130 - Meat Cutter	12.16
07250 - Waiter/Waitress	6.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09070 - Furniture Refinisher	15.96
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	8.10
11060 - Elevator Operator	8.21
11090 - Gardener	9.88
11121 - House Keeping Aid I	6.96
11122 - House Keeping Aid II	8.43
11150 - Janitor	8.42
11210 - Laborer, Grounds Maintenance	8.28
11240 - Maid or Houseman	6.96
11270 - Pest Controller	11.76
11300 - Refuse Collector	8.38
11330 - Tractor Operator	10.05
11360 - Window Cleaner	8.96
12000 - Health Occupations	
12020 - Dental Assistant	11.34
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	9.75
12072 - Licensed Practical Nurse II	10.94
12073 - Licensed Practical Nurse III	12.24
12100 - Medical Assistant	10.54
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	11.00
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.20
12222 - Nursing Assistant II	9.21
12223 - Nursing Assistant III	10.05
12224 - Nursing Assistant IV	11.29
12250 - Pharmacy Technician	12.63
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	15.86
12312 - Registered Nurse II	19.41
12313 - Registered Nurse II, Specialist	19.41
12314 - Registered Nurse III	23.48
12315 - Registered Nurse III, Anesthetist	23.48
12316 - Registered Nurse IV	28.14
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.53
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	15.56
13050 - Library Technician	12.55
13071 - Photographer I	11.41
13072 - Photographer II	14.27
13073 - Photographer III	17.37
13074 - Photographer IV	21.64
13075 - Photographer V	26.22
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.74
15030 - Counter Attendant	6.74
15040 - Dry Cleaner	8.18
15070 - Finisher, Flatwork, Machine	6.74
15090 - Presser, Hand	6.74
15100 - Presser, Machine, Drycleaning	6.74
15130 - Presser, Machine, Shirts	6.74

15160 - Presser, Machine, Wearing Apparel, Laundry	6.74
15190 - Sewing Machine Operator	8.72
15220 - Tailor	9.27
15250 - Washer, Machine	7.08
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.45
19040 - Tool and Die Maker	20.98
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.46
21020 - Material Coordinator	15.79
21030 - Material Expediter	15.79
21040 - Material Handling Laborer	13.05
21050 - Order Filler	12.17
21071 - Forklift Operator	13.12
21080 - Production Line Worker (Food Processing)	12.70
21100 - Shipping/Receiving Clerk	12.17
21130 - Shipping Packer	12.17
21140 - Store Worker I	9.67
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.98
21210 - Tools and Parts Attendant	13.12
21400 - Warehouse Specialist	13.12
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.42
23040 - Aircraft Mechanic Helper	13.59
23050 - Aircraft Quality Control Inspector	18.35
23060 - Aircraft Servicer	14.86
23070 - Aircraft Worker	15.57
23100 - Appliance Mechanic	15.96
23120 - Bicycle Repairer	12.99
23125 - Cable Splicer	23.24
23130 - Carpenter, Maintenance	15.96
23140 - Carpet Layer	18.24
23160 - Electrician, Maintenance	20.57
23181 - Electronics Technician, Maintenance I	15.67
23182 - Electronics Technician, Maintenance II	18.79
23183 - Electronics Technician, Maintenance III	21.39
23260 - Fabric Worker	15.12
23290 - Fire Alarm System Mechanic	16.86
23310 - Fire Extinguisher Repairer	14.04
23340 - Fuel Distribution System Mechanic	16.86
23370 - General Maintenance Worker	15.07
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.86
23430 - Heavy Equipment Mechanic	17.92
23440 - Heavy Equipment Operator	16.07
23460 - Instrument Mechanic	19.24
23470 - Laborer	9.58
23500 - Locksmith	17.12
23530 - Machinery Maintenance Mechanic	18.47
23550 - Machinist, Maintenance	16.51
23580 - Maintenance Trades Helper	13.14
23640 - Millwright	16.86
23700 - Office Appliance Repairer	17.12
23740 - Painter, Aircraft	15.96
23760 - Painter, Maintenance	19.01
23790 - Pipefitter, Maintenance	21.49
23800 - Plumber, Maintenance	17.73
23820 - Pneudraulic Systems Mechanic	17.99

23850 - Rigger	17.99
23870 - Scale Mechanic	16.02
23890 - Sheet-Metal Worker, Maintenance	17.64
23910 - Small Engine Mechanic	15.07
23930 - Telecommunication Mechanic I	17.76
23931 - Telecommunication Mechanic II	18.38
23950 - Telephone Lineman	17.76
23960 - Welder, Combination, Maintenance	16.86
23965 - Well Driller	16.86
23970 - Woodcraft Worker	17.99
23980 - Woodworker	14.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.58
24580 - Child Care Center Clerk	10.50
24600 - Chore Aid	7.29
24630 - Homemaker	12.21
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.16
25040 - Sewage Plant Operator	18.05
25070 - Stationary Engineer	17.87
25190 - Ventilation Equipment Tender	12.79
25210 - Water Treatment Plant Operator	17.73
27000 - Protective Service Occupations	
(not set) - Police Officer	21.39
27004 - Alarm Monitor	10.92
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	8.41
27102 - Guard II	10.22
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.28
28020 - Hatch Tender	16.28
28030 - Line Handler	16.28
28040 - Stevedore I	16.15
28050 - Stevedore II	19.95
29000 - Technical Occupations	
21150 - Graphic Artist	17.12
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.10
29023 - Archeological Technician I	15.14
29024 - Archeological Technician II	16.93
29025 - Archeological Technician III	20.98
29030 - Cartographic Technician	22.86
29035 - Computer Based Training (CBT) Specialist/ Instructor	19.64
29040 - Civil Engineering Technician	17.37
29061 - Drafter I	11.59
29062 - Drafter II	14.72
29063 - Drafter III	18.44
29064 - Drafter IV	22.86
29081 - Engineering Technician I	10.18
29082 - Engineering Technician II	12.94
29083 - Engineering Technician III	16.17
29084 - Engineering Technician IV	20.03
29085 - Engineering Technician V	24.52

29086 - Engineering Technician VI	29.65
29090 - Environmental Technician	15.87
29100 - Flight Simulator/Instructor (Pilot)	24.86
29160 - Instructor	16.20
29210 - Laboratory Technician	14.43
29240 - Mathematical Technician	19.11
29361 - Paralegal/Legal Assistant I	11.24
29362 - Paralegal/Legal Assistant II	14.03
29363 - Paralegal/Legal Assistant III	15.45
29364 - Paralegal/Legal Assistant IV	17.40
29390 - Photooptics Technician	17.37
29480 - Technical Writer	24.84
29491 - Unexploded Ordnance (UXO) Technician I	18.53
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.53
29495 - Unexploded (UXO) Sweep Personnel	18.53
29620 - Weather Observer, Senior (3)	17.80
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.02
29622 - Weather Observer, Upper Air (3)	16.02
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	7.55
31290 - Shuttle Bus Driver	11.04
31300 - Taxi Driver	8.04
31361 - Truckdriver, Light Truck	11.04
31362 - Truckdriver, Medium Truck	17.02
31363 - Truckdriver, Heavy Truck	16.09
31364 - Truckdriver, Tractor-Trailer	16.09
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.62
99030 - Cashier	7.46
99041 - Carnival Equipment Operator	8.78
99042 - Carnival Equipment Repairer	9.62
99043 - Carnival Worker	7.32
99050 - Desk Clerk	7.58
99095 - Embalmer	19.13
99300 - Lifeguard	9.42
99310 - Mortician	18.11
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.73
99500 - Recreation Specialist	10.49
99510 - Recycling Worker	11.12
99610 - Sales Clerk	9.11
99620 - School Crossing Guard (Crosswalk Attendant)	8.67
99630 - Sport Official	9.39
99658 - Survey Party Chief (Chief of Party)	16.99
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.34
99660 - Surveying Aide	10.55
99690 - Swimming Pool Operator	11.09
99720 - Vending Machine Attendant	10.39
99730 - Vending Machine Repairer	12.33
99740 - Vending Machine Repairer Helper	10.39

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:  
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained



from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&

reduced for purposes of efficiency (i.e., the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted). Discussions may be held with firms in the competitive range.

**C. During Discussions.** Written or oral (i.e., telephonic) discussions may be conducted by the Government and all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revisions, the date and time of which will be common to all offerors.

**D. After Discussions.** If discussions are conducted, then after receipt of final proposal revisions, the TET will evaluate supplemental information provided by offers, adjust technical scores previously assigned, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changed to proposed prices, the Contracting Officer will perform a best-value analysis. Selection will be made on the basis of the responsible offer, which conforms to the RFP and represents the most advantageous offer to the Government, subject to availability of funds.

**E. Selection and Award.** The Government intends to make award based on initial offers. Award of a firm fixed-price task order will be based upon a tradeoff analysis among technical and other pertinent factors (i.e., past performance) and price to determine the best value to the Government in terms of technical factors and price, and the best balance between technical factors and price.

## **8. DEBRIEFINGS.**

A. Offerors excluded from the competition before award will receive a notice and may request a debriefing before award by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition.

B. Unsuccessful Offerors shall request post-award debriefing within three (3) days after the date on which the offeror received notification of task order award. Point-by-point comparisons with other offerors' proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

**END OF SECTION**